



CITY COUNCIL MEETING

JUNE 10, 2014

City Council Chambers 400 East Military, Fremont NE

STUDY SESSION – 6:45 P.M. REGULAR MEETING – 7:00 P.M.

AGENDA

1. Meeting called to order
2. Roll call
3. Mayor comments (There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS AND RELATED ACTION:

4. Public Hearing on general redevelopment plan for Morningside Business Park project ([staff report](#))
5. Public Hearing for Community Development Block Grant Comprehensive Revitalization 14CR [application](#) ([staff report](#))
6. [Resolution](#) approving the Community Development Block Grant Comprehensive Revitalization 14CR application ([staff report](#))

***CONSENT AGENDA:** All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.*

7. Dispense with reading of and approve May 27, 2014 [minutes](#)
8. May 28 - June 10, 2014 [claims](#) ([staff report](#))
9. [Resolution](#) approving consumption of alcohol on city property for Tammi [Marreel](#), Christensen Field, July 25, 2015, wedding reception; Brad [Victor](#), Christensen Field, August 21, 2014, combine clinic; Paula [Mercado](#), City Auditorium, June 20, 2015, birthday ([staff report](#))
10. [Resolution](#) approving Special Designated Permit application [Burtonian](#) Enterprises, 1682 East 23rd Avenue North, June 22, 2014, beer garden; [Rise's](#) Drive-In Liquor, 925 North Broad, August 2, 2014, reception; [Shawsky's](#) LLC, 1710 West 16th, June 28, 2014, reception ([staff report](#))
11. One year [extension](#) for Community Development Block Grant #13-CR-003 ([staff report](#))
12. Six month [extension](#) for Community Development Block Grant #11-CR-003 ([staff report](#))
13. Appoint Jennifer Bixby, Bill Vobejda and Rob George to Local Option Review Committee for a two year term ([staff report](#))
14. Appoint Larry Johnson and Paul Marsh to Local Option Review Committee for a one year term ([staff report](#))

AGENDA

CONSENT AGENDA CONTINUED:

15. Appoint GFDC submitted names of Cecilia Harry for one year term and Steve Pribnow for two year term to Local Option Review Committee [\(staff report\)](#)
16. [Resolution](#) approving Ron Vlach [request](#) to use Christensen Field for fireworks display July 3, 2014 [\(staff report\)](#)
17. Tort [claim](#) of Alicia Carrera, 1750 North I [\(staff report\)](#)
18. [Resolution](#) approving John C Fremont Days Inc [request](#) for Pathfinder Duathlon route on July 13, 2014 and Ridge Road Run route on July 12, 2014 [\(staff report\)](#)
19. [Report](#) of the Treasury [\(staff report\)](#)
20. [Resolution](#) approving [agreement](#) with Prochaska and Associates for Police Department Renovation [\(staff report\)](#)

REGULAR AGENDA: requires individual associated action.

21. Second reading [Ordinance](#) annexing property located SW corner of NW ¼ 19-17-9, Fremont Nebraska [\(staff report\)](#)
22. Omaha Public Power District [agreement](#) for sitting, design, and construction of transmission line and sub-station facilities [\(staff report\)](#)
23. Appointment of one member to the Board of Public Works [\(staff report\)](#)
24. Appointment of Chairman to Board of Public Works [\(staff report\)](#)
25. [Ordinance](#) adopting Economic Development Plan approved by voters May 13, 2014 [\(staff report\)](#)
26. [Ordinance](#) amending Fremont Municipal Code, Chapter 12, Economic Development [\(staff report\)](#)
27. [Ordinance](#) amending Fremont Municipal Code, Chapter 3, Departments [\(staff report\)](#)
28. [Resolution](#) adopting [closure](#) of railroad crossing at First Street between Luther and Johnson Road [\(staff report\)](#)
29. Adjournment

Agenda posted at the Municipal Building on June 6, 2014 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on June 6, 2014. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kimberly Volk, City Clerk/Treasurer

DATE: June 5, 2014

SUBJECT: Morningside Business Park project

Recommendation: Move to continue the Public Hearing for the general redevelopment plan for Morningside Business Park project.

Background: The public hearing for the general plan was advertised in the Fremont Tribune on May 23rd and 30th that the Council would consider it at their June 10th meeting. At the Council meeting of May 27th, the project timeline has been revised. This item needs to be continued.

Fiscal Impact:

#4

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: June 5, 2014

SUBJECT: Public Hearing for Application for Community Development Block Grant comprehensive Revitalization Project 14-CR and Resolution Approving Application

Recommendation: 1) Move to open the public hearing. 2) Receive testimony. 3) Move to close the public hearing. 4) Approve resolution.

Background: At its April 30, 2013 meeting the City Council accepted the 2013 Comprehensive Revitalization needs Assessment/Strategy Study for Community Development Block Grant (CDBG) Project 12-CR-003 and authorized that the Study results be used to make application for the next three phases of funding for the comprehensive revitalization program in June 2013, June 2014 and August 2015 respectively.

The City of Fremont is requesting \$124,000 of CDBG funds for Phase II Comprehensive Revitalization activities in the targeted area including \$50,000 for single family housing rehabilitation of two properties; \$50,000 for single family rental rehabilitation of two properties, \$18,000 for housing management, and \$6,000 for general administration of the project. This project will benefit at least 51% low-to-moderate income individuals. There will be no persons displaced as a result of the CDBG activities.

The City of Fremont will provide the matching funds for infrastructure improvements in the targeted area. The total estimated project cost is \$118,000.

Fiscal Impact: \$118,000 city funds to be budgeted for matching funds.

#5

APPLICATION: COMPREHENSIVE REVITALIZATION CATEGORY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Nebraska Department of Economic Development (DED)

2014

DED USE ONLY

Application Number

14-CR-

Date Received

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION Applicant Name <u>City of Fremont</u> Mailing Address <u>400 East Military Avenue</u> City, State, Zip <u>Fremont, NE 68025</u> Local Government Contact <u>Jean Kaup Van Iperen</u> Telephone # <u>402-727-2630</u> Fax Number <u>402-727-2667</u> Federal ID # <u>47-6006192</u> DUNS # <u>150651040</u> Email Address <u>Jean.kaup@fremontne.gov</u>	2. PERSON PREPARING APPLICATION Name <u>Tina M. Engelbart</u> Address <u>111 South 1st Street</u> City, State, Zip <u>Norfolk, NE 68701</u> Telephone <u>402-379-1150 Ext. 108</u> Fax <u>402-379-9207</u> Federal ID/SS# <u>47-0634922</u> Email Address <u>tina@nenedd.org</u> Application Preparer (Check one) <input type="checkbox"/> Local Staff <input type="checkbox"/> Out-of-State Consultant <input type="checkbox"/> In-State Consultant <input type="checkbox"/> Non-Profit Organization <input checked="" type="checkbox"/> Economic Development District
3. DEVELOPMENT CATEGORY <input checked="" type="checkbox"/> Comprehensive / Phase II	6. FUNDING SOURCES CDBG Funds Requested \$ <u>124,000</u> Other Funds \$ <u>118,000</u> Total Project Funds \$ <u>242,000</u> (ROUND AMOUNTS TO THE NEAREST HUNDRED DOLLARS.)
4. APPLICATION TYPE <input checked="" type="checkbox"/> Individual	
5. SERVICE AREA Area to be served (city, county, region, etc.) <u>City of Fremont Target Area</u> Legislative District <u>15th</u> Congressional District <u>1st</u>	

7. PROGRAM SUMMARY: Brief quantitative description of the project for which CDBG funds are requested (linear or square feet of new construction or renovation, number persons to be served, frequency and duration of use(s), etc.).

The City of Fremont is requesting \$124,000 for Comprehensive Revitalization Activities in the targeted area including \$50,000 for single family housing rehabilitation of two properties; \$50,000 for single family rental rehabilitation of two properties; \$18,000 for housing management; and \$6,000 for general administration of the project. The City of Fremont will provide \$118,000 of matching funds for water/sewer infrastructure improvements in the targeted area. The total estimated cost is \$242,000. This project will benefit at least 51% low-to-moderate income individuals. There will be no persons displaced as a result of the CDBG activities

8. CERTIFYING OFFICIAL: Chief elected officer of local government requesting CDBG funds

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the applicant. This applicant will comply with all Federal and state requirements governing the use of CDBG funds.

Signature in ink	Scott Getzschman, Mayor Typed Name and Title	June 10, 2014 Date Signed
Attest	Kimberly Volk, City Clerk Typed Name and Title	June 10, 2014 Date Signed

PAGES MAY BE TWO HOLE PUNCHED AT TOP BUT DO NOT BIND, FOLD OR STAPLE.
SUBMIT ORIGINAL AND ONLY ONE COPY OF THE APPLICATION.

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay system by calling (711) INSTATE, (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111.

Nebraska Department of Economic Development
Division of Community and Rural Development
PO Box 94666 - 301 Centennial Mall South
Lincoln, NE 68509-4666
(402) 471-3119 (800) 426-6505 Fax (402) 471-3778

2014 COMPREHENSIVE REVITALIZATION CATEGORY

PART II. FUNDING SUMMARY (Round amounts to the nearest hundred dollars.)

Activity Code Activity	*National Objective	CDBG Funds	Other Funds	Total Funds	Sources of Other Funds
0010 Acquisition/Easements	1				
0030 Clearance/Demolition	1				
0050 Disposition	1				
0070 Public Facilities					
0081 Day Care Centers					
0082 Health Care Clinics					
0090 Community Centers					
0091 Senior Centers					
0092 Public Libraries					
0093 Fire Station/Equipment					
0230 Streets/Bridges					
0250 Storm Sewers					
0300 Water/Sewer			118,000	118,000	City of Fremont
0320 Water/Sewer Hookups	LMH				
0370 Flood/Drainage Facilities					
0450 Relocation	1				
0490 Architectural Barriers					
0520 Direct Homebuyer Assist	LMH				
0530 SF Housing Rehab	LMH	50,000		50,000	
0531 SF Purchase/Rehab/Resale	LMH				
0541 SF Housing Rental Rehab	LMH	50,000		50,000	
0561 MF Housing Rehab	LMH				
0580 Housing Management	LMH	12,000		12,000	
0580 Risk Assessment/Testing	LMH	6,000		6,000	
0590 Commercial Rehab					
0630 Planning					
0180 Total Non-Administration		118,000	118,000	236,000	City of Fremont
0181 General Administration		6,000		6,000	
1000 TOTAL PROGRAM COSTS		124,000	118,000	242,000	

¹Must correspond to National Objective for primary activity.

Clarification for the above activities should be directed to DED.

***NATIONAL OBJECTIVE:** Enter most appropriate national objective code for each activity. Refer to Section 2.01.

LMA: Benefit Low/Moderate Income Persons on an area basis
LMC: Benefit Low/Moderate Income Persons on a limited clientele basis
LMH: Benefit Low/Moderate Income Households

**PAGES MAY BE TWO HOLE PUNCHED AT TOP BUT DO NOT BIND,
 FOLD OR STAPLE.
 SUBMIT ORIGINAL AND ONLY ONE COPY OF THE APPLICATION.**

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: June 5, 2014

SUBJECT: Application for Community Development Block Grant comprehensive Revitalization Project 14-CR

Recommendation: Approve resolution.

Background: At its April 30, 2013 meeting the City Council accepted the 2013 Comprehensive Revitalization needs Assessment/Strategy Study for Community Development Block Grant (CDBG) Project 12-CR-003 and authorized that the Study results be used to make application for the next three phases of funding for the comprehensive revitalization program in June 2013, June 2014 and August 2015 respectively.

The City of Fremont is requesting \$124,000 of CDBG funds for Phase II Comprehensive Revitalization activities in the targeted area including \$50,000 for single family housing rehabilitation of two properties; \$50,000 for single family rental rehabilitation of two properties, \$18,000 for housing management, and \$6,000 for general administration of the project. This project will benefit at least 51% low-to-moderate income individuals. There will be no persons displaced as a result of the CDBG activities.

The City of Fremont will provide the matching funds for infrastructure improvements in the targeted area. The total estimated project cost is \$118,000.

Fiscal Impact: \$118,000 city funds to be budgeted for matching funds.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign an application for CDBG Funds.

WHEREAS, the City of Fremont, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

WHEREAS, the City of Fremont, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received public comment respecting the application which for an amount of \$124,000 for Phase II Comprehensive Revitalization activities in the targeted area including \$50,000 for single family housing rehabilitation of two properties; \$50,000 for single family housing rental rehabilitation of two properties; \$18,000 for housing management; and \$6,000 for general administration of the project. The City of Fremont will provide \$118,000 in matching funds for water and sewer infrastructure improvements in the targeted area. The total estimated project cost is \$242,000; and,

NOW, THEREFORE BE IT RESOLVED BY the City Council of the City of Fremont, NE that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Fremont, NE and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

COMMUNITY DEVELOPMENT AGENCY MEETING
May 27, 2014 – draft
7:12 P.M.

The Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Members Stange, Eairleywine, Kuhns, Anderson, Navarrette, Hoppe and Johnson present, Member Bixby absent – 7 present, 1 absent.

Moved by Member Stange, seconded by Member Kuhns to continue consideration of a Resolution approving a general redevelopment plan for 23rd & Bell Redevelopment Area. Roll call vote: 7 ayes. Motion carried.

Moved by Member Navarrette, seconded by Member Eairleywine to continue consideration of a Resolution approving a general redevelopment plan for Morningside Business Park project. Roll call vote: 7 ayes. Motion carried.

Moved by Member Johnson, seconded by Member Hoppe to refer back to the Planning Commission for the purpose of reconsidering the redevelopment plan for the Downtown District project. Roll call vote: 6 ayes, 1 abstain (Navarrette). Motion carried.

Moved by Member Eairleywine, seconded by Member Anderson to adjourn. Roll call vote: 7 ayes. Meeting adjourned at 7:16 p.m.

CITY COUNCIL MEETING
May 27, 2014 - draft
7:00 P.M.

After the study session, the Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Stange, Navarrette, Hoppe, Kuhns, Eairleywine, Anderson and Johnson present, Council Member Bixby absent – 7 present, 1 absent.

Moved by Council Member Johnson, seconded by Council Member Navarrette to open the Public Hearing on declaration of blight and substandard conditions at 23rd and Bell Redevelopment area. Roll call vote: 7 ayes. Motion carried.

Chuck Johannsen, First State Bank & Trust Fremont, requested to add a parcel of land that is directly west of the Fremont Technology Park and adjacent north of the Fremont Mall to the current blight study. He also requested the blight study to be referred back to the Planning Commission for their consideration. Mr. Johannsen stated he has contacted NENEDD and they have agreed to update the study adding the requested approximate 28 acres.

Scott Meister, Pinnacle Bank Fremont, requested to add a parcel of land that is north of the Holiday Inn Express and abutting the Fremont Technology Park on the north and west side to the current blight study. He also requested the blight study to be referred back to the Planning Commission for their consideration.

Moved by Council Member Navarrette, seconded by Council Member Eairleywine to receive a drawing from First State Bank and Pinnacle Bank showing the parcels being requested to be added to the blight study. Roll call vote: 7 ayes. Motion carried.

Mayor Getzschman stated the blight study needs to be continued and referred back to the Planning Commission so that the process can start over. He further stated he has discussed this with the other parties involved in the current blight study and as there are currently no projects that will be held up they are okay with a continuance.

Council Member Navarrette inquired who would be responsible for paying NENEDD for an updated blight study. City Administrator Shotkoski stated the original study was a cost share between the City and another property owner but that the cost to update the study will be shared between First State Bank and Pinnacle Bank.

Moved by Council Member Kuhns, seconded by Council Member Stange to close the Public Hearing on the declaration of blight and substandard conditions at 23rd and Bell Redevelopment area. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Johnson, seconded by Council Member Anderson to refer back to the Planning Commission for further study the declaration of the blight and substandard conditions at 23rd and Bell Redevelopment area and continue the Resolution declaring the area blighted and substandard. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Johnson, seconded by Council Member Hoppe to open the Public Hearing on the declaration of blight and substandard conditions for Downtown District project. Roll call vote: 6 ayes, 1 abstain (Navarrette). Motion carried.

There being no discussion, moved by Council Member Eairleywine, seconded by Council Member Anderson to close the Public Hearing on the blight and substandard conditions for Downtown District project. Roll call vote: 6 ayes, 1 abstain (Navarrette). Motion carried.

Moved by Council Member Johnson, seconded by Council Member Eairleywine to approve Resolution 2014-090 declaring the Downtown District as blighted and substandard. Roll call vote: 6 ayes, 1 abstain (Navarrette). Motion carried.

Moved by Council Member Johnson, seconded by Council Member Navarrette to continue the Public Hearing and refer back to the Planning Commission for further study, due to a large part of the area currently being outside of the city limits, the declaration of blight and substandard conditions of Morningside Business Park project. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Anderson, seconded by Council Member Stange to continue a Resolution declaring Morningside Business Park project blighted and substandard. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Kuhns, seconded by Council Member Johnson to recess the meeting. Roll call: 7 ayes. Meeting recessed at 7:12 p.m.

Moved by Council Member Kuhns, seconded by Council Member Johnson to reconvene the meeting. Roll call: 7 ayes. Meeting reconvened at 7:16 p.m.

Moved by Council Member Anderson, seconded by Council Member Navarrette to continue the Public Hearing on the general redevelopment plan for 23rd and Bell Redevelopment area. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Stange, seconded by Council Member Kuhns to continue the Resolution approving general redevelopment plan for 23rd and Bell Redevelopment area. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Johnson, seconded by Council Member Eairleywine to continue the Public Hearing on the general redevelopment plan for Downtown District project. Roll call vote: 6 ayes, 1 abstain (Navarrette). Motion carried.

Moved by Council Member Eairleywine, seconded by Council Member Kuhns to continue the Resolution on general redevelopment plan for Downtown District project. Roll call vote: 6 ayes, 1 abstain (Navarrette). Motion carried.

Moved by Council Member Johnson, seconded by Council Member Navarrette to approve the consent agenda. Roll call vote: 7 ayes. Motion carried.

- Dispense with reading of and approve May 13, 2014 minutes
- May 14 – 27, 2014 claims
- Resolution No. 2014-094 approving consumption of alcohol on city property for Michelle Vrana, Christensen Field, June 6, 2015, wedding reception
- Resolution No. 2014-095 approving Special Designated Permit application for F & T Inc, 1710 West 16th, June 14, 2014, reception; Rise's Drive-In Liquor, 1544 East Military, July 19, 2014, reception; Rise's Drive-In Liquor, 1710 West 16th, October 18, 2014, reception; DeSauce Developments, 541 North Broad, June 13, 2014, reception; Burtonian Enterprises, 1682 East 23rd Ave North, May 31, 2014, beer garden; Burtonian Enterprise, 2410 North Colorado Ave, May 31, 2014, reception; Burtonian Enterprise, 1700 East 23rd, June 3, 2014, reception; Burtonian Enterprise, 1682 East 23rd Ave North, June 7, 2014, beer garden; Burtonian Enterprise, 925 North Broad, June 21, 2014, reception
- Liquor license manager application of Cassandra Hull for Quik-Pik, 2010 North Bell Street
- Fremont Rotary Club request to allow parking on Airport Road and public property adjacent for Fly-In Breakfast at Fremont Municipal Airport on August 24, 2014 from 7:30 a.m. to 11:30 a.m.
- Resolution No. 2014-097 assessing nuisance lien in the amount of \$229.30 against North 54.48' Lots 1 and 2, Block 8, Hawthorne Heights Proposed 2nd addition, 2141 North H, owner: Jesus and Sarah Sanchez
- Resolution No. 2014-098 approving Group Med Partnership request to subdivide part Tax Lot 44 SE ¼ SW ¼ 9-17-8 into two lots

- Resolution No. 2014-099 approving Group Med Partnership request to combine part Tax Lot 44 SE ¼ SW ¼ 9-17-8 into one lot
- Resolution No. 2014-100 adopting Sign Maintenance policy

Moved by Council Member Hoppe, seconded by Council Member Kuhns to approve Resolution No. 2014-096 removing two parking stalls on north side of 4th between Broad and Park as requested by Dodge County. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Anderson, seconded by Council Member Hoppe to continue Ron Vlach request for conditional use to erect oversized accessory building, 2450 West Military Avenue. Board of Adjustment continued the item at their May 27, 2014 meeting. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Navarrette, seconded by Council Member Hoppe to approve Dodge County SID #2 request for a waiver of Article V, Section F of the subdivision regulations relating to street standards. Roll call vote: 6 ayes, 1 nay (Johnson). Motion carried.

Moved by Council Member Anderson, seconded by Council Member Hoppe to introduce an Ordinance annexing property located SW corner of NW ¼ 19-17-9, Fremont Nebraska. Roll call vote: 7 ayes. Motion carried.

The Deputy City Clerk gave the first reading, by title only, of an Ordinance annexing property located SW corner of NW ¼ 19-17-9, Fremont Nebraska. The second reading will be at the next regular Council meeting.

Moved by Council Member Navarrette, seconded by Council Member Johnson to certify the results of May 13, 2014 primary election. Roll call vote: 7 ayes. Motion carried.

Moved by Council Member Johnson, seconded by Council Member Hoppe to introduce an Ordinance continuing ½ percent sales tax. Roll call vote: 7 ayes. Motion carried.

The Deputy City Clerk gave the first reading, by title only, of an Ordinance continuing ½ percent sales tax. Moved by Council Member Eairleywine, seconded by Council Member Stange to suspend the rules and place the Ordinance on final reading. Roll call vote: 7 ayes. Motion carried.

The Deputy City Clerk gave the final reading, by title only, of an Ordinance continuing ½ percent sales tax. Roll call vote: 7 ayes. Ordinance No. 5306 passed.

The Mayor announced the next meeting would be June 10, 2014.

Moved by Council Member Kuhns, seconded by Council Member Stange to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 7:50 p.m.

I, Lynne McIntosh, the undersigned Deputy City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held. Lynne McIntosh, CMC, Deputy City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: June 5, 2014

SUBJECT: Claims

Recommendation: Move to approve May 28 through June 10, 2014 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email June 5, 2014.

Fiscal Impact: Claims total 1,381,243.50

#8

PREPARED 05/30/2014, 14:11:12
PROGRAM: GM339L
City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
AS OF: 05/31/2014 CHECK DATE: 05/30/2014
BANK: 00

PAGE 1

VEND NO	SEQ#	VENDOR NAME						
INVOICE		VOUCHER	P.O.	BK	CHECK/DUE	ACCOUNT	ITEM	CHECK
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT
								EFT, EPAY OR HAND-ISSUED AMOUNT
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT						
6756		000536		00	05/30/2014	001-0000-115.00-00	RECEIVED CHECK 12526	68.97
6615		000537		00	05/30/2014	001-0000-115.00-00	RECEIVED CHECK 12526	89.49
5963		000538		00	05/30/2014	001-0000-115.00-00	RECEIVED CHECK 12526	59.63
6615		PI3356	029522	00	05/30/2014	001-1015-415.20-47	BLANKET PURCHASE ORDER	89.49-
6721		PI3981	029522	00	05/30/2014	001-1015-415.20-47	BLANKET PURCHASE ORDER	59.63-
6756		PI4608	029522	00	05/30/2014	012-2025-431.20-47	BLANKET PURCHASE ORDER	68.97-
VENDOR TOTAL *								.00
00 General Fund								BANK TOTAL *
								.00

PREPARED 05/30/2014, 14:11:12
PROGRAM: GM339L
City of Fremont
Employee Benefits

EXPENDITURE APPROVAL LIST
AS OF: 05/31/2014 CHECK DATE: 05/30/2014
BANK: 01

PAGE 2

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO	NO	NO						AMOUNT	
0005708	00	REGIONAL CARE INC							
05/27/14	MANUAL000539		01	05/27/2014	060-0660-441.70-01	05/27/14 AUTO CLAIMS	CHECK #: 100512	1,640.52	
05/27/14	MANUAL000540		01	05/27/2014	060-0660-441.70-01	05/27/14 MANUAL CLAIMS	CHECK #: 100511	247,559.33	
05/28/14	MANUAL000541		01	05/28/2014	060-0660-441.70-01	05/28/14 MANUAL CLAIMS	CHECK #: 100514	473.89	
VENDOR TOTAL *							.00	249,673.74	
0003405	00	WORKERS' COMPENSATION FUND							
05/28/14	MANUAL000542		01	05/28/2014	061-0662-441.70-01	05/28/14 WC	CHECK #: 100513	434.74	
05/28/14	MANUAL000543		01	05/28/2014	061-0662-441.70-06	05/28/14 WC	CHECK #: 100513	405.74	
05/28/14	MANUAL000544		01	05/28/2014	061-0662-441.70-07	05/28/14 WC	CHECK #: 100513	13.13	
05/29/14	MANUAL000545		01	05/29/2014	061-0662-441.70-06	05/29/14 WC	CHECK #: 100515	646.18	
05/29/14	MANUAL000546		01	05/29/2014	061-0662-441.70-07	05/29/14 WC	CHECK #: 100515	21.80	
VENDOR TOTAL *							.00	1,521.59	
01 Employee Benefits							BANK TOTAL *	.00	251,195.33
HAND ISSUED TOTAL ***								251,195.33	
TOTAL EXPENDITURES ****							.00	251,195.33	
GRAND TOTAL *****								251,195.33	

PREPARED 06/03/2014, 9:48:41
PROGRAM: GM339L
City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
AS OF: 06/02/2014 CHECK DATE: 06/02/2014

PAGE 1

BANK: 00

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT							
6756		000536		00	05/30/2014	001-0000-115.00-00	RECEIVED CHECK 12526	68.97	
6615		000537		00	05/30/2014	001-0000-115.00-00	RECEIVED CHECK 12526	89.49	
5963		000538		00	05/30/2014	001-0000-115.00-00	RECEIVED CHECK 12526	59.63	
6615		PI3356	029522	00	05/30/2014	001-1015-415.20-47	BLANKET PURCHASE ORDER	89.49-	
6721		PI3981	029522	00	05/30/2014	001-1015-415.20-47	BLANKET PURCHASE ORDER	59.63-	
6756		PI4608	029522	00	05/30/2014	012-2025-431.20-47	BLANKET PURCHASE ORDER	68.97-	
VENDOR TOTAL *								.00	
00 General Fund				BANK TOTAL *				.00	

PREPARED 06/03/2014, 9:48:41
PROGRAM: GM339L
City of Fremont
Employee Benefits

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0005708	00	REGIONAL CARE INC						
06/02/14	MANUAL	000547	01	06/02/2014	060-0660-441.70-01	06/02/14 AUTO CLAIMS	CHECK #: 100516	1,543.77
						VENDOR TOTAL *	.00	1,543.77
			01	Employee Benefits		BANK TOTAL *	.00	1,543.77
						HAND ISSUED TOTAL ***		1,543.77
						TOTAL EXPENDITURES ****	.00	1,543.77
						*****		1,543.77
					GRAND TOTAL			

PREPARED 06/04/2014, 10:04:30
PROGRAM: GM339L
City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006318 20140605	00	ACSI PR0605	00 06/05/2014	001-0000-201.00-00	PAYROLL SUMMARY	219.00	
					VENDOR TOTAL *	219.00	
0000584 20140605	00	CEI PR0605	00 06/05/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	189,751.83
					VENDOR TOTAL *	.00	189,751.83
0004234 20140605	00	DEPARTMENT OF UTILITIES C S PR0605	00 06/05/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,416.74
					VENDOR TOTAL *	.00	1,416.74
0005193 20140605	00	DEPARTMENT OF UTILITIES PAYROLL PR0605	00 06/05/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	68,923.27
					VENDOR TOTAL *	.00	68,923.27
0004629 20140605	00	INTERNAL REVENUE SERVICE **EFT** PR0605	00 06/05/2014	001-0000-201.00-00	PAYROLL SUMMARY	85,331.40	
					VENDOR TOTAL *	85,331.40	
0005513 20140605	00	UNITED STATES TREASURY - PR PR0605	00 06/05/2014	001-0000-201.00-00	PAYROLL SUMMARY	50.00	
					VENDOR TOTAL *	50.00	
		00 General Fund			BANK TOTAL *	85,600.40	260,091.84
					EFT/EPAY TOTAL ***		260,091.84
					TOTAL EXPENDITURES ****	85,600.40	260,091.84
				GRAND TOTAL *****			345,692.24

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 06/10/14

AJ	WITHDRAWAL				WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
2756	TSYS MERCHANT SOLUTIONS	06/03/14	001-1003-415.20-99	CREDIT CARD FEES	132.69
2756	TSYS MERCHANT SOLUTIONS	06/03/14	001-1003-415.20-99	CREDIT CARD FEES	172.94
2756	TSYS MERCHANT SOLUTIONS	06/03/14	001-2029-451.20-99	CREDIT CARD FEES	248.10
2756	TSYS MERCHANT SOLUTIONS	06/03/14	001-2042-440.20-99	CREDIT CARD FEES	2.02
				TOTAL EXPENDITURES	555.75

Prepared 6/03/14, 15:27:47
Pay Date 6/05/14
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

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Program PR530L

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total	234,463.44	Count	326
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PREPARED 06/05/2014, 10:09:38
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 City of Fremont
 General Fund

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000956	00	A & A DRUG CO INC	416118	PI5312	028761	00	06/11/2014	001-1206-422.30-33	BLANKET PURCHASE ORDER	60.95	
									VENDOR TOTAL *	60.95	
0006388	00	ABDO PUBLISHING CO	182228	PI5445	029987	00	06/11/2014	001-2031-455.30-51	GENERAL	1,057.20	
									VENDOR TOTAL *	1,057.20	
0006374	00	ACCO UNLIMITED CORP	0142106-IN	PI5291	029817	00	06/11/2014	001-2030-451.30-32	GENERAL	95.60	
			0142449-IN	PI5513	029981	00	06/11/2014	001-2030-451.30-33	GENERAL	377.40	
									VENDOR TOTAL *	473.00	
0000959	00	ACE HARDWARE	79664/3	PI5366	028760	00	06/11/2014	001-1206-422.30-79	BLANKET PURCHASE ORDER	9.48	
			79229/3	PI5213	028760	00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	47.94	
			79491/3	PI5215	028760	00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	68.94	
			79577/3	PI5220	028760	00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	11.94	
			79632/3	PI5364	028760	00	06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	23.98	
			79663/3	PI5365	028760	00	06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	41.98	
			79452/3	PI5212	028760	00	06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	9.99	
			79407/3	PI5214	028760	00	06/11/2014	001-2030-451.30-56	BLANKET PURCHASE ORDER	19.98	
			79521/3	PI5216	028760	00	06/11/2014	001-2030-451.30-31	BLANKET PURCHASE ORDER	14.93	
			79521/3	PI5217	028760	00	06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	7.96	
			79536/3	PI5218	028760	00	06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	22.45	
			79567/3	PI5219	028760	00	06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	69.02	
									VENDOR TOTAL *	348.59	
0000960	00	ADAMS OIL INC	07085	PI5524	030032	00	06/11/2014	001-1209-421.30-44	FIELD PURCHASE ORDER	464.75	
			07085	PI5523	030032	00	06/11/2014	012-2025-431.30-44	FIELD PURCHASE ORDER	1,117.60	
			07085	PI5525	030032	00	06/11/2014	012-2025-431.30-44	FIELD PURCHASE ORDER	464.75	
									VENDOR TOTAL *	2,047.10	
0006353	00	ADVANCE SERVICES INC	294856	PI5288	029633	00	06/11/2014	001-1305-430.20-99	BLANKET PURCHASE ORDER	485.75	
			296041	PI5416	029633	00	06/11/2014	001-1305-430.20-99	BLANKET PURCHASE ORDER	565.50	
									VENDOR TOTAL *	1,051.25	
9999999	00	ALLSTATE INSURANCE	121313 HAGEN	000557		00	06/11/2014	001-1206-342.02-00	12/13/13 CHERYL HAGEN	696.60	
									VENDOR TOTAL *	696.60	
0006169	00	AMERICAN BROADBAND INTERNET	51514 0614	PI5494	028979	00	06/11/2014	001-1011-419.20-12	BLANKET PURCHASE ORDER	175.00	
									VENDOR TOTAL *	175.00	
0000979	00	APT STORE	052014	PI5347	029543	00	06/11/2014	001-2031-455.20-60	GENERAL	55.00	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000979	00	APT STORE						
052014		PI5348 029543	00	06/11/2014	001-2031-455.30-49	GENERAL	82.00	
052814		PI5414 029543	00	06/11/2014	001-2031-455.20-60	GENERAL	35.00	
052814		PI5415 029543	00	06/11/2014	001-2031-455.30-49	GENERAL	42.00	
VENDOR TOTAL *							214.00	
0000983	00	ARPS RED-E-MIX INC						
6090		PI5313 028762	00	06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	349.25	
6150		PI5314 028762	00	06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	492.00	
6183		PI5315 028762	00	06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	1,230.00	
6202		PI5316 028762	00	06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	418.00	
6232		PI5367 028762	00	06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	178.00	
6244		PI5457 028762	00	06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	157.50	
VENDOR TOTAL *							2,824.75	
0002954	00	ASPHALT AND CONCRETE MATERIALS CO						
00040059		PI5340 028971	00	06/11/2014	012-2025-431.30-69	FIELD PURCHASE ORDER	264.23	
00040069		PI5341 028971	00	06/11/2014	012-2025-431.30-69	FIELD PURCHASE ORDER	602.81	
VENDOR TOTAL *							867.04	
0003993	00	AUDIO VIDEO SPECIALIST						
10227		PI5436 029931	00	06/11/2014	001-1209-421.20-99	GENERAL	370.00	
10227		PI5437 029931	00	06/11/2014	001-1209-421.30-48	GENERAL	125.00	
VENDOR TOTAL *							495.00	
0006221	00	AUTO TRANS MATIC INC						
A104960		PI5521 030031	00	06/11/2014	001-1209-421.20-60	FIELD PURCHASE ORDER	202.00	
A104960		PI5522 030031	00	06/11/2014	001-1209-421.30-63	FIELD PURCHASE ORDER	1,000.00	
VENDOR TOTAL *							1,202.00	
0005217	00	A1 LOCK SHOP						
0006349		PI5210 028759	00	06/11/2014	001-1209-421.20-60	BLANKET PURCHASE ORDER	50.00	
0006349		PI5211 028759	00	06/11/2014	001-1209-421.30-49	BLANKET PURCHASE ORDER	23.00	
VENDOR TOTAL *							73.00	
0000984	00	B & K BODY SHOP LLC						
BK4278-752		PI5442 029966	00	06/11/2014	001-1015-415.20-45	GENERAL	753.20	
VENDOR TOTAL *							753.20	
0002763	00	BAKER & TAYLOR BOOKS						
5013115809		PI5323 028831	00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	27.22	
2029356014		PI5472 028831	00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	366.95	
VENDOR TOTAL *							394.17	
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
M41761490		PI5324 028832	00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	70.05	
M42163050		PI5325 028832	00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	99.60	
M42681690		PI5326 028832	00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	14.35	
M43043410		PI5327 028832	00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	113.10	

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
						VENDOR TOTAL *	297.10	
0004311	00	BAUER BUILT INC						
880030432		PI5222 028764 00	06/11/2014	001-1004-424.30-63	BLANKET PURCHASE ORDER		247.64	
880030581		PI5226 028764 00	06/11/2014	001-1209-421.20-60	BLANKET PURCHASE ORDER		15.00	
880030428		PI5304 029986 00	06/11/2014	001-2027-452.20-60	GENERAL		50.00	
880030428		PI5305 029986 00	06/11/2014	001-2027-452.30-63	GENERAL		403.36	
880030416		PI5221 028764 00	06/11/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER		13.00	
880030491		PI5223 028764 00	06/11/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER		10.50	
880030547		PI5224 028764 00	06/11/2014	012-2025-431.20-60	BLANKET PURCHASE ORDER		14.00	
880030547		PI5225 028764 00	06/11/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER		233.64	
880030751		PI5458 028764 00	06/11/2014	012-2025-431.20-60	BLANKET PURCHASE ORDER		12.00	
880030751		PI5459 028764 00	06/11/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER		7.00	
						VENDOR TOTAL *	1,006.14	
0005162	00	BLT PLUMBING HEATING & A/C INC						
8834		PI5406 029155 00	06/11/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER		125.00	
8834		PI5407 029155 00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER		43.33	
8845		PI5408 029155 00	06/11/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER		75.00	
8845		PI5409 029155 00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER		62.06	
8833		PI5403 029155 00	06/11/2014	001-2029-451.20-60	BLANKET PURCHASE ORDER		50.00	
8833		PI5404 029155 00	06/11/2014	001-2029-451.30-49	BLANKET PURCHASE ORDER		38.14	
8833		PI5405 029155 00	06/11/2014	001-2030-451.20-60	BLANKET PURCHASE ORDER		50.00	
						VENDOR TOTAL *	443.53	
9999999	00	BLUE CROSS BLUE SHIELD OF NEBRASKA						
070913	DIVIS	000555	00	06/11/2014	001-1206-342.02-00	07/09/13 HALEY DIVIS	423.69	
						VENDOR TOTAL *	423.69	
9999999	00	BLUE CROSS BLUE SHIELD OF NEBRASKA						
061813	HERINK	000558	00	06/11/2014	001-1206-342.02-00	06/18/13 ELI HERINK	608.93	
						VENDOR TOTAL *	608.93	
0004035	00	BOMGAARS SUPPLY INC						
1656298		PI5230 028766 00	06/11/2014	001-2027-452.30-33	BLANKET PURCHASE ORDER		49.99	
1656298		PI5231 028766 00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER		29.92	
1656675		PI5232 028766 00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER		80.85	
1657200		PI5233 028766 00	06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER		18.46	
1657653		PI5234 028766 00	06/11/2014	001-2027-452.30-33	BLANKET PURCHASE ORDER		21.99	
1657653		PI5235 028766 00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER		8.79	
1655891		PI5227 028766 00	06/11/2014	012-2025-431.30-32	BLANKET PURCHASE ORDER		67.98	
1655891		PI5228 028766 00	06/11/2014	012-2025-431.30-52	BLANKET PURCHASE ORDER		9.96	
1656240		PI5229 028766 00	06/11/2014	012-2025-431.30-79	BLANKET PURCHASE ORDER		37.46	
						VENDOR TOTAL *	325.40	
0003427	00	BRODART CO						
B3464873		PI5328 028835 00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER		50.45	
B3474485		PI5329 028835 00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER		152.64	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003427 B3477270	00	BRODART CO PI5330 028835	00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	59.21	
						VENDOR TOTAL *	262.30	
0006390 34033	00	BVH ARCHITECTS PI5359 030010	00	06/11/2014	001-1001-413.20-99	BLANKET PURCHASE ORDER	10,000.00	
						VENDOR TOTAL *	10,000.00	
0000584 JUN 14 WC	00	CEI 000580	00	06/11/2014	001-1015-415.10-26	JUN 14 WC	EFT:	19,474.92
JUN 14 WC		000581	00	06/11/2014	012-2025-431.10-26	JUN 14 WC	EFT:	1,054.67
						VENDOR TOTAL *	.00	20,529.59
0001024 CLC00225391-001	00	CHRISTENSEN LUMBER INC PI5368 028768	00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	27.24	
CLC00225391-001		PI5369 028768	00	06/11/2014	001-2027-452.40-13	BLANKET PURCHASE ORDER	27.25	
						VENDOR TOTAL *	54.49	
9999999 033113 JAMES	00	CIGNA HEALTHCARE 000560	00	06/11/2014	001-1206-342.02-00	03/31/13 MARLENE JAMES	570.24	
						VENDOR TOTAL *	570.24	
0005994 205436	00	CONSOLIDATED MANAGEMENT CO PI5349 029773	00	06/11/2014	001-1209-421.20-13	GENERAL	209.25	
						VENDOR TOTAL *	209.25	
0003634 206968	00	CONTINENTAL ALARM & DETECTION CO PI5508 029924	00	06/11/2014	001-1206-422.20-60	GENERAL	212.00	
206968		PI5509 029924	00	06/11/2014	001-1206-422.30-56	GENERAL	103.00	
						VENDOR TOTAL *	315.00	
0001643 876399	00	CULLIGAN OF OMAHA PI5317 028811	00	06/11/2014	001-1209-421.20-99	BLANKET PURCHASE ORDER	29.00	
876966		PI5318 028811	00	06/11/2014	001-1209-421.20-99	BLANKET PURCHASE ORDER	35.50	
90225307		PI5319 028811	00	06/11/2014	001-1209-421.20-99	BLANKET PURCHASE ORDER	29.00	
						VENDOR TOTAL *	93.50	
9999999 070113 HOHLFELD	00	CYPRESS BENEFIT ADMINISTRATORS 000559	00	06/11/2014	001-1206-342.02-00	07/01/13 WILLIAM HOHLFELD	370.80	
						VENDOR TOTAL *	370.80	
0004893 2901RO102	00	D & T SHIRTIFIED LLC PI5311 030028	00	06/11/2014	001-2029-451.30-52	GENERAL	45.00	
						VENDOR TOTAL *	45.00	
0005074 WT41188	00	D&D COMMUNICATIONS PI5440 029945	00	06/11/2014	001-1206-422.20-60	GENERAL	825.00	
						VENDOR TOTAL *	825.00	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002043 186046	00	DEETER FOUNDRY INC PI5444 029982	00	06/11/2014	012-2025-431.30-79	FIELD PURCHASE ORDER	641.00	
						VENDOR TOTAL *	641.00	
0002897 110683P 110744P	00	DIERS INC PI5236 028772 PI5370 028772	00	06/11/2014 06/11/2014	001-1209-421.30-63 001-1209-421.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	114.96 12.71	
						VENDOR TOTAL *	127.67	
0001070 201402061 201402227 201402259	00	DODGE COUNTY REGISTER OF DEEDS PI5279 028871 PI5473 028871 PI5474 028871	00	06/11/2014 06/11/2014 06/11/2014	001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	10.00 10.00 10.00	
						VENDOR TOTAL *	30.00	
0001511 60020 60020	00	DON'S PIONEER UNIFORM PI5432 029845 PI5433 029845	00	06/11/2014 06/11/2014	001-1209-421.20-11 001-1209-421.30-68	GENERAL GENERAL	8.00 197.70	
						VENDOR TOTAL *	205.70	
0006357 052514 060114	00	DREWS, DOUGLAS PI5499 029679 PI5500 029679	00	06/11/2014 06/11/2014	001-2027-452.20-99 001-2027-452.20-99	GENERAL GENERAL	460.00 538.33	
						VENDOR TOTAL *	998.33	
0003763 060614 DAVENPRTP 060614 E-BIGGS	00	EASTERN LIBRARY SYSTEM PI5519 030029 PI5520 030029	00	06/11/2014 06/11/2014	001-2031-455.20-13 001-2031-455.20-13	GENERAL GENERAL	30.00 30.00	
						VENDOR TOTAL *	60.00	
0002959 211894	00	EGAN SUPPLY CO PI5514 029995	00	06/11/2014	001-2031-455.20-60	GENERAL	125.00	
						VENDOR TOTAL *	125.00	
0003279 1647931	00	EMERGENCY MEDICAL PRODUCTS INC PI5306 030006	00	06/11/2014	001-1206-422.30-33	GENERAL	399.95	
						VENDOR TOTAL *	399.95	
0005749 3061099	00	FARNER-BOCKEN COMPANY PI5278 028850	00	06/11/2014	001-2030-451.30-41	BLANKET PURCHASE ORDER	564.16	
						VENDOR TOTAL *	564.16	
0002050 NEFRE110532	00	FASTENAL COMPANY PI5460 028775	00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	69.02	
						VENDOR TOTAL *	69.02	
9999999 112413 EDEN	00	FEDERATED INSURANCE 000556	00	06/11/2014	001-1206-342.02-00	11/24/13 MARVIN EDEN	6.53	
						VENDOR TOTAL *	6.53	

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0003909 4189 051414	00	FIRST NATIONAL BANK OMAHA PI5379 028813	00 06/11/2014	034-0790-421.30-31	BLANKET PURCHASE ORDER	16.03	
					VENDOR TOTAL *	16.03	
0003360 JUNE 2014	00	FREMONT AVIATION PI5490 028926	00 06/11/2014	029-2034-466.20-99	FIELD PURCHASE ORDER	1,022.00	
					VENDOR TOTAL *	1,022.00	
0001112 33098 33098 33126 33126 33126 33126 33126 33140 33140 33155 33155 33154 33154	00	FREMONT ELECTRIC INC PI5282 029154 PI5283 029154 PI5284 029154 PI5285 029154 PI5286 029154 PI5287 029154 PI5399 029154 PI5400 029154 PI5401 029154 PI5402 029154 PI5496 029154 PI5497 029154	00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014	001-2026-451.20-60 001-2026-451.30-48 001-2026-451.20-60 001-2026-451.30-48 001-2027-452.20-60 001-2027-452.30-48 001-2031-455.20-60 001-2031-455.30-49 001-2031-455.20-60 001-2031-455.30-49 029-2034-466.20-99 029-2034-466.30-48	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	350.00 148.02 75.00 103.86 75.00 227.38 75.00 46.83 100.00 94.04 50.00 21.80	
					VENDOR TOTAL *	1,366.93	
0001117 052114	00	FREMONT LOCK & KEY LLC PI5454 030025	00 06/11/2014	001-1206-422.20-60	GENERAL	90.00	
					VENDOR TOTAL *	90.00	
0001124 13834	00	FREMONT PRINTING CO PI5297 029958	00 06/11/2014	001-1003-415.30-35	GENERAL	54.85	
					VENDOR TOTAL *	54.85	
0001125 MAY 14 LIQUOR	00	FREMONT PUBLIC SCHOOLS 000583	00 06/11/2014	001-1003-321.00-00	MAY 14 LIQUOR	650.00	
					VENDOR TOTAL *	650.00	
0001131 74154 74155 74156 74157 74163 74118 74186 74160 74116 74117 74123 74124 74128	00	FREMONT TRIBUNE PI5388 028873 PI5389 028873 PI5390 028873 PI5391 028873 PI5393 028873 PI5475 028873 PI5476 028873 PI5392 028873 PI5381 028873 PI5382 028873 PI5383 028873 PI5384 028873 PI5385 028873	00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014	001-1001-413.20-33 001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-2021-412.20-33 001-2024-416.20-33 001-2024-416.20-33 001-2024-416.20-33 001-2024-416.20-33 001-2024-416.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	21.93 16.69 15.71 14.07 52.24 6.22 46.15 10.15 82.86 81.63 60.15 59.54 60.76	

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INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT
0001131	00	FREMONT TRIBUNE				
74141		PI5386 028873	00 06/11/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.18
74142		PI5387 028873	00 06/11/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.18
VENDOR TOTAL *						544.46
0006182	00	FREMONT TRUCK & AUTO PARTS INC				
144532		PI5237 028778	00 06/11/2014	001-1004-424.30-63	BLANKET PURCHASE ORDER	44.74
144550		PI5238 028778	00 06/11/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	27.99
144849		PI5244 028778	00 06/11/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	29.76
144878		PI5245 028778	00 06/11/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	69.03
144637		PI5239 028778	00 06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	134.24
144736		PI5240 028778	00 06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	10.49
144878		PI5246 028778	00 06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	28.69
144903		PI5248 028778	00 06/11/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	124.96
144743		PI5371 028778	00 06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	7.15
145007		PI5372 028778	00 06/11/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	18.64
144736		PI5241 028778	00 06/11/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	7.98
144736		PI5242 028778	00 06/11/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	120.77
144844		PI5243 028778	00 06/11/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	64.34
144878		PI5247 028778	00 06/11/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	112.26
VENDOR TOTAL *						801.04
0002924	00	FREMONT WASTE TRANSFER				
MAY 2014		000584	00 06/11/2014	001-2027-452.20-99	MAY 2014	152.73
MAY 2014		000585	00 06/11/2014	012-2025-431.20-99	MAY 2014	192.84
VENDOR TOTAL *						345.57
0001132	00	FREMONT WINNELSON CO				
267151-01		PI5373 028779	00 06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	81.49
VENDOR TOTAL *						81.49
0006263	00	GALE/CENGAGE LEARNING INC				
52069121		PI5331 028837	00 06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	182.93
52076603		PI5332 028837	00 06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	119.20
52094239		PI5333 028837	00 06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	24.74
VENDOR TOTAL *						326.87
0001139	00	GERHOLD CONCRETE CO INC				
50341594		PI5249 028780	00 06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	132.00
50342030		PI5250 028780	00 06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	356.50
VENDOR TOTAL *						488.50
0003481	00	GRAPHIC SCREEN PRINTING				
22776		PI5498 029670	00 06/11/2014	001-1209-421.30-52	GENERAL	104.00
VENDOR TOTAL *						104.00
9999999	00	GUTIERREZ, PABLA				
87308 GUTIERREZ000565			00 06/11/2014	001-0000-202.04-00	PABLA GUTIERREZ/CA DEP	100.00
VENDOR TOTAL *						100.00

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9999999 89323 HALL	00	HALL, KILEY 000578	00	06/11/2014	001-2029-347.00-00	DAWSON HALL/BB CANCELLED	55.00	
						VENDOR TOTAL *	55.00	
9999999 89048 HANSEN	00	HANSEN, KASEY 000576	00	06/11/2014	001-0000-202.04-00	KASEY HANSEN/CA DEPOSIT	200.00	
						VENDOR TOTAL *	200.00	
0006376 315718000	00	HARTFIEL AUTOMATION INC PI5434 029854	00	06/11/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	267.13	
						VENDOR TOTAL *	267.13	
0003365 41847 41851	00	HOLIDAY INN KEARNEY PI5420 029782 PI5421 029782	00	06/11/2014 06/11/2014	001-1209-421.20-13 001-1209-421.20-13	GENERAL GENERAL	169.90 169.90	
						VENDOR TOTAL *	339.80	
0005530 45783630	00 0714	HOMETOWN LEASING PI5337 028888	00	06/11/2014	001-1015-415.20-70	BLANKET PURCHASE ORDER	195.00	
						VENDOR TOTAL *	195.00	
0003681 1277285	00	HORNADY MANUFACTURING CO PI5350 029901	00	06/11/2014	001-1209-421.30-68	GENERAL	3,522.40	
						VENDOR TOTAL *	3,522.40	
9999999 86740 HOWARD	00	HOWARD, LORA 000566	00	06/11/2014	001-0000-202.04-00	LORA HOWARD/COMM RM DEP	50.00	
						VENDOR TOTAL *	50.00	
9999999 89325HUISMAN	00	HUISMAN SR, JOHN JR000577	00	06/11/2014	001-2029-347.00-00	JOHN HUISMAN JR/BB CNCLD	55.00	
						VENDOR TOTAL *	55.00	
0001167 5602675774 5603087783 5603087783	00	HY-VEE PI5251 028781 PI5461 028781 PI5462 028781	00	06/11/2014 06/11/2014 06/11/2014	001-1206-422.30-79 001-2029-451.30-41 001-2029-451.30-79	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	42.82 137.38 6.00	
						VENDOR TOTAL *	186.20	
0000485 88108419 88108419	00	INTERSTATE BATTERY SYSTEM PI5397 029006 PI5398 029006	00	06/11/2014 06/11/2014	012-2025-431.30-56 012-2025-431.30-63	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	109.95 105.95	
						VENDOR TOTAL *	215.90	
0003084 46238A 46238A	00	JACK'S UNIFORMS & EQUIPMENT PI5295 029949 PI5296 029949	00	06/11/2014 06/11/2014	001-1209-421.20-11 001-1209-421.30-79	GENERAL GENERAL	12.99 371.85	
						VENDOR TOTAL *	384.84	

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0001176	00	JENSEN TIRE CO							
287162		PI5252	028783	00	06/11/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER	10.00	
287162		PI5253	028783	00	06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	21.00	
							VENDOR TOTAL *	31.00	
0001426	00	JEO CONSULTING GROUP INC							
77904		PI5456	027853	00	06/11/2014	012-2032-431.45-20	FIELD PURCHASE ORDER	300.00	
							VENDOR TOTAL *	300.00	
0006274	00	JONES AUTOMOTIVE INC							
1-6264		PI5410	029512	00	06/11/2014	001-1209-421.40-12	GENERAL	6,939.52	
1-6265		PI5411	029512	00	06/11/2014	001-1209-421.40-12	GENERAL	6,899.02	
1-6266		PI5412	029512	00	06/11/2014	001-1209-421.40-12	GENERAL	6,827.74	
1-7923		PI5413	029512	00	06/11/2014	001-1209-421.40-12	GENERAL	500.00	
1-8032		PI5438	029932	00	06/11/2014	001-1209-421.20-60	GENERAL	570.00	
1-8032		PI5439	029932	00	06/11/2014	001-1209-421.30-63	GENERAL	212.64	
							VENDOR TOTAL *	21,948.92	
0004542	00	KIMBALL MIDWEST							
3584076		PI5307	030019	00	06/11/2014	012-2025-431.30-32	FIELD PURCHASE ORDER	16.42	
3584076		PI5308	030019	00	06/11/2014	012-2025-431.30-33	FIELD PURCHASE ORDER	108.62	
3584076		PI5309	030019	00	06/11/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	59.00	
3584076		PI5310	030019	00	06/11/2014	012-2025-431.30-63	FIELD PURCHASE ORDER	24.11	
							VENDOR TOTAL *	208.15	
0004744	00	LOGISTECH INC							
142883		PI5334	028843	00	06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	42.81	
							VENDOR TOTAL *	42.81	
0001215	00	LOU'S SPORTING GOODS							
AAQ757106-AG08		PI5418	029696	00	06/11/2014	001-1209-421.30-52	GENERAL	130.00	
AAQ757106-AG08		PI5419	029696	00	06/11/2014	001-1209-421.30-79	GENERAL	47.16	
AAV742762-AX06		PI5422	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	45.15	
AAV742771-AX05		PI5423	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	25.80	
AAx749089-AX07		PI5424	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	90.30	
AAx749090-AX05		PI5425	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	83.85	
AAx749091-AX04		PI5426	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	83.85	
AAx749092-AX05		PI5427	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	83.85	
AAx749093-AX04		PI5428	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	77.40	
AAx749094-AX05		PI5429	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	70.95	
AAx749095-AX05		PI5430	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	83.85	
AAx749096-AX04		PI5431	029831	00	06/11/2014	001-2029-451.30-52	GENERAL	83.85	
							VENDOR TOTAL *	906.01	
9999999	00	MARTIN, CAROL							
060214	MARTIN	000575		00	06/11/2014	001-2031-334.00-00	CAROL MARTIN/INFERNO	23.95	
							VENDOR TOTAL *	23.95	
0006212	00	MATHESON TRI-GAS INC							

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0006212	00	MATHESON TRI-GAS INC						
09224270		PI5256 028787	00	06/11/2014	001-1206-422.30-32	BLANKET PURCHASE ORDER	45.63	
09206338		PI5255 028787	00	06/11/2014	001-2030-451.30-41	BLANKET PURCHASE ORDER	71.63	
50608632		PI5463 028787	00	06/11/2014	001-2030-451.20-70	BLANKET PURCHASE ORDER	4.96	
09194279		PI5254 028787	00	06/11/2014	012-2025-431.30-64	BLANKET PURCHASE ORDER	157.10	
						VENDOR TOTAL *	279.32	
0001229	00	MENARDS - FREMONT						
53028		PI5260 028790	00	06/11/2014	001-1206-422.30-79	BLANKET PURCHASE ORDER	31.66	
53112		PI5262 028790	00	06/11/2014	001-1206-422.30-58	BLANKET PURCHASE ORDER	36.96	
53018		PI5259 028790	00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	39.42	
53180		PI5265 028790	00	06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	62.36	
53314		PI5375 028790	00	06/11/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	161.88	
53684		PI5376 028790	00	06/11/2014	001-2027-452.40-13	BLANKET PURCHASE ORDER	67.99	
53442		PI5266 028790	00	06/11/2014	001-2028-451.30-31	BLANKET PURCHASE ORDER	29.61	
53442		PI5267 028790	00	06/11/2014	001-2028-451.30-49	BLANKET PURCHASE ORDER	29.61	
54016		PI5465 028790	00	06/11/2014	001-2029-451.30-79	BLANKET PURCHASE ORDER	95.78	
52750		PI5258 028790	00	06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	18.87	
53071		PI5261 028790	00	06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	201.20	
53161		PI5263 028790	00	06/11/2014	001-2030-451.30-33	BLANKET PURCHASE ORDER	99.99	
53161		PI5264 028790	00	06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	47.91	
53442		PI5268 028790	00	06/11/2014	001-2030-451.30-31	BLANKET PURCHASE ORDER	29.61	
52633		PI5374 028790	00	06/11/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	14.00	
53340		PI5464 028790	00	06/11/2014	001-2031-455.30-79	BLANKET PURCHASE ORDER	178.05	
50996		PI5257 028790	00	06/11/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	231.48	
						VENDOR TOTAL *	1,376.38	
9999999	00	MIDWEST ARMS COLLECTORS						
86775	MIDWEST	000567	00	06/11/2014	001-0000-202.04-00	MIDWEST ARM COLL/CF DEP	500.00	
						VENDOR TOTAL *	500.00	
0002074	00	MIDWEST SERVICE & SALES CO						
0011613		PI5512 029965	00	06/11/2014	012-2032-431.45-20	FIELD PURCHASE ORDER	11,911.20	
						VENDOR TOTAL *	11,911.20	
0002421	00	MOORE MEDICAL LLC						
98191267	I	PI5354 029977	00	06/11/2014	001-1206-422.30-33	GENERAL	174.77	
98191353	I	PI5355 029977	00	06/11/2014	001-1206-422.30-33	GENERAL	198.40	
						VENDOR TOTAL *	373.17	
0005038	00	MUNICIPAL EMERGENCY SERVICE-FREMONT						
00520386		PI5451 030003	00	06/11/2014	001-1206-422.30-56	GENERAL	280.55	
00526167		PI5510 029952	00	06/11/2014	001-1206-422.20-65	GENERAL	123.00	
						VENDOR TOTAL *	403.55	
0000548	00	NASCO						
931761		PI5294 029940	00	06/11/2014	001-2029-451.30-79	GENERAL	89.08	
						VENDOR TOTAL *	89.08	

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0005507 38029 BUTTS	00	NATL ASSN OF SCHOOL RESOURCE PI5356 029993	00 06/11/2014	001-1209-421.20-93	GENERAL	40.00	
					VENDOR TOTAL *	40.00	
0003794 47710 31862 47706	00	NEBR CUSTOM COVER PI5377 028792 PI5466 028792 PI5269 028792	00 06/11/2014 00 06/11/2014 00 06/11/2014	001-2027-452.30-79 001-2027-452.30-76 001-2042-440.30-76	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	222.00 210.00 35.00	
					VENDOR TOTAL *	467.00	
0003307 4562 4585	00	NEBR LAW ENFORCEMENT TRAINING CNTR PI5360 030030 PI5361 030030	00 06/11/2014 00 06/11/2014	001-1209-421.20-13 001-1209-421.20-13	GENERAL GENERAL	50.00 100.00	
					VENDOR TOTAL *	150.00	
0003368 060213 OLSON	00	NEBR LIBRARY COMMISSION PI5526 030042	00 06/11/2014	001-2031-455.20-13	GENERAL	10.00	
					VENDOR TOTAL *	10.00	
9999999 071813 JENSEN	00	NEBRASKA MEDICAID 000561	00 06/11/2014	001-1206-342.02-00	07/18/13 MARGARET JENSEN	50.00	
					VENDOR TOTAL *	50.00	
0006321 #3 121396	00	NEUVIRTH CONSTRUCTION INC PI5495 029116	00 06/11/2014	012-2032-431.45-20	FIELD PURCHASE ORDER	40,492.49	
					VENDOR TOTAL *	40,492.49	
0001473 SERV1156252 SERV1156252	00	NMC EXCHANGE LLC PI5452 030009 PI5453 030009	00 06/11/2014 00 06/11/2014	001-1206-422.20-60 001-1206-422.30-63	GENERAL GENERAL	1,300.02 743.89	
					VENDOR TOTAL *	2,043.91	
0003608 14964	00	NORTHEAST NEBR ECONOMIC DEV DIST PI5481 028878	00 06/11/2014	032-0787-490.20-99	BLANKET PURCHASE ORDER	390.00	
					VENDOR TOTAL *	390.00	
9999999 87816 NTENSITE	00	NTENSITE SOFTBALL 000568	00 06/11/2014	001-0000-202.04-00	NTENSITE SB/SB TOURNY CF	100.00	
					VENDOR TOTAL *	100.00	
0006061 15779	00	NTR CUSTOM METALS LLC PI5378 028793	00 06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	102.75	
					VENDOR TOTAL *	102.75	
0005226 00409696	00	O'KEEFE ELEVATOR CO INC PI5346 029248	00 06/11/2014	001-2031-455.20-65	GENERAL	203.63	
					VENDOR TOTAL *	203.63	
0001020	00	O'REILLY AUTOMOTIVE INC					

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-197388		PI5270 028794 00	06/11/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER		89.98	
0397-197634		PI5271 028794 00	06/11/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER		247.50	
0397-197634		PI5272 028794 00	06/11/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER		123.75	
0397-197634		PI5273 028794 00	06/11/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER		123.75	
VENDOR TOTAL *							584.98	
0002888	00	OFFICENET						
738295-0		PI5487 028889 00	06/11/2014	001-1004-424.20-70	BLANKET PURCHASE ORDER		33.47	
738767-0		PI5395 028889 00	06/11/2014	001-1209-421.20-70	BLANKET PURCHASE ORDER		125.00	
737185-0		PI5303 029984 00	06/11/2014	001-1305-430.30-31	GENERAL		62.85	
738295-0		PI5488 028889 00	06/11/2014	001-1305-430.20-70	BLANKET PURCHASE ORDER		33.48	
737637-0		PI5357 030008 00	06/11/2014	001-2027-452.30-31	GENERAL		10.90	
737637-0		PI5358 030008 00	06/11/2014	001-2029-451.30-31	GENERAL		9.36	
738768-0		PI5396 028889 00	06/11/2014	001-2029-451.20-70	BLANKET PURCHASE ORDER		90.60	
736897-0		PI5300 029974 00	06/11/2014	001-2030-451.30-31	GENERAL		405.90	
737077-0		PI5302 029983 00	06/11/2014	001-2030-451.30-31	GENERAL		191.94	
738436-0		PI5455 030034 00	06/11/2014	001-2030-451.30-31	GENERAL		86.97	
738297-0		PI5394 028889 00	06/11/2014	001-2031-455.20-70	BLANKET PURCHASE ORDER		31.99	
738349-0		PI5362 030033 00	06/11/2014	012-2025-431.20-60	FIELD PURCHASE ORDER		80.00	
738349-0		PI5363 030033 00	06/11/2014	012-2025-431.30-31	FIELD PURCHASE ORDER		180.15	
738781-0		PI5489 028889 00	06/11/2014	034-0790-421.20-70	BLANKET PURCHASE ORDER		97.50	
VENDOR TOTAL *							1,440.11	
0005366	00	OMAHA CHILDREN'S MUSEUM						
063014		PI5511 029960 00	06/11/2014	001-2031-455.20-99	GENERAL		750.00	
VENDOR TOTAL *							750.00	
0001842	00	OMAHA TRACTOR INC						
KT1870		PI5298 029973 00	06/11/2014	001-2027-452.20-99	GENERAL		15.50	
KT1870		PI5299 029973 00	06/11/2014	001-2027-452.30-56	GENERAL		142.86	
KT1839		PI5352 029946 00	06/11/2014	001-2027-452.30-56	FIELD PURCHASE ORDER		56.72	
KT1839		PI5353 029946 00	06/11/2014	012-2025-431.30-56	FIELD PURCHASE ORDER		28.36	
VENDOR TOTAL *							243.44	
0001625	00	OTIS ELEVATOR COMPANY						
C065208614		PI5322 028822 00	06/11/2014	001-1209-421.20-65	BLANKET PURCHASE ORDER		134.66	
VENDOR TOTAL *							134.66	
0006314	00	PEST PRO'S INC						
TRASTA 052314		PI5491 028948 00	06/11/2014	001-1013-432.20-99	FIELD PURCHASE ORDER		25.00	
VENDOR TOTAL *							25.00	
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
362266		PI5274 028795 00	06/11/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER		100.10	
362266		PI5275 028795 00	06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER		25.68	
582313		PI5277 028795 00	06/11/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER		4.24	
362130		PI5292 029862 00	06/11/2014	001-2027-452.20-60	GENERAL		1,251.80	
362130		PI5293 029862 00	06/11/2014	001-2027-452.30-56	GENERAL		69.26	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002919	00	PLATTE VALLEY EQUIPMENT LLC					
599026	052214	PI5435 029923	00 06/11/2014	001-2027-452.40-20	GENERAL	9,531.70	
582272		PI5276 028795	00 06/11/2014	001-2029-451.30-56	BLANKET PURCHASE ORDER	160.00	
582761		PI5467 028795	00 06/11/2014	001-2042-440.30-56	BLANKET PURCHASE ORDER	155.71	
					VENDOR TOTAL *	11,298.49	
0006211	00	PRAIRIE MECHANICAL CORP					
17704		PI5506 029890	00 06/11/2014	001-2031-455.20-60	GENERAL	170.00	
					VENDOR TOTAL *	170.00	
0006199	00	PREMIER STAFFING INC					
3489		PI5342 029041	00 06/11/2014	001-2027-452.20-35	BLANKET PURCHASE ORDER	90.00	
3489		PI5343 029041	00 06/11/2014	001-2029-451.20-35	BLANKET PURCHASE ORDER	180.00	
3489		PI5344 029041	00 06/11/2014	001-2030-451.20-35	BLANKET PURCHASE ORDER	810.00	
3489		PI5345 029041	00 06/11/2014	012-2025-431.20-35	BLANKET PURCHASE ORDER	120.00	
					VENDOR TOTAL *	1,200.00	
0001532	00	PRUITT INC					
404924		PI5505 029881	00 06/11/2014	001-2027-452.30-56	FIELD PURCHASE ORDER	551.93	
					VENDOR TOTAL *	551.93	
9999999	00	RABELER, RUSS					
87161	RABELER	000569	00 06/11/2014	001-0000-202.04-00	RUSS RABELER/CF MTG ROOM	50.00	
					VENDOR TOTAL *	50.00	
0002876	00	RAWHIDE CHEMOIL INC					
151813		PI5446 029988	00 06/11/2014	001-2042-440.30-44	FIELD PURCHASE ORDER	992.64	
					VENDOR TOTAL *	992.64	
0003505	00	RECORDED BOOKS INC					
74928182		PI5335 028847	00 06/11/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	182.84	
					VENDOR TOTAL *	182.84	
0000298	00	RECREONICS INC					
660135		PI5449 030001	00 06/11/2014	001-2028-451.30-56	GENERAL	134.35	
660135		PI5448 030001	00 06/11/2014	001-2030-451.20-99	GENERAL	21.31	
660135		PI5450 030001	00 06/11/2014	001-2030-451.30-56	GENERAL	134.35	
					VENDOR TOTAL *	290.01	
9999999	00	REEDER, BRAD					
86841	REEDER	000570	00 06/11/2014	001-2029-347.00-00	MICAH F REEDER/PLAYGRND	125.00	
					VENDOR TOTAL *	125.00	
0002427	00	S & S WORLDWIDE INC					
8126480		PI5518 030018	00 06/11/2014	001-2029-451.30-79	GENERAL	293.97	
					VENDOR TOTAL *	293.97	
0001304	00	SAWYER CONSTRUCTION CO					
1950		PI5280 029100	00 06/11/2014	012-2032-431.45-20	FIELD PURCHASE ORDER	28,785.00	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001304 1949	00	SAWYER CONSTRUCTION CO PI5281 029101 00 06/11/2014	00 06/11/2014	012-2032-431.45-20	FIELD PURCHASE ORDER	32,881.00	
					VENDOR TOTAL *	61,666.00	
0001305 53014-13	00	SAWYER GAS N WASH INC PI5468 028797 00 06/11/2014	00 06/11/2014	001-1004-424.20-99	BLANKET PURCHASE ORDER	19.90	
					VENDOR TOTAL *	19.90	
9999999 080613	00	SCHLAUTMAN, MARILYN SCHLAUTM000563 00 06/11/2014	00 06/11/2014	001-1206-342.02-00	08/06/13-M SCHLAUTMAN	50.00	
					VENDOR TOTAL *	50.00	
0006386 623	00	SCIENCE RECONNECT LLC PI5443 029970 00 06/11/2014	00 06/11/2014	001-2031-455.20-99	GENERAL	566.00	
					VENDOR TOTAL *	566.00	
0004338 INV-301480	00	SHERRILL INC PI5447 029996 00 06/11/2014	00 06/11/2014	001-2027-452.30-33	GENERAL	599.95	
					VENDOR TOTAL *	599.95	
0001316 15814	00	SIFFRING LANDSCAPING & GARDEN CTR PI5301 029976 00 06/11/2014	00 06/11/2014	001-2027-452.30-58	GENERAL	300.00	
					VENDOR TOTAL *	300.00	
0004351 80156636 80156636 80156636	00	SIMPLEXGRINNELL LP PI5515 030007 00 06/11/2014 PI5516 030007 00 06/11/2014 PI5517 030007 00 06/11/2014	00 06/11/2014 00 06/11/2014 00 06/11/2014	001-2026-451.20-60 001-2026-451.20-99 001-2026-451.30-48	GENERAL GENERAL GENERAL	330.00 55.00 84.00	
					VENDOR TOTAL *	469.00	
0003685 2351	00	STATE FIRE MARSHAL TRAINING PI5351 029921 00 06/11/2014	00 06/11/2014	001-1206-422.20-13	GENERAL	50.00	
					VENDOR TOTAL *	50.00	
0003375 876516 876516 876516 876516 876516 876518	00	STATE OF NEBRASKA - CELLULAR PI5501 029808 00 06/11/2014 PI5502 029808 00 06/11/2014 PI5485 028884 00 06/11/2014 PI5503 029823 00 06/11/2014 PI5504 029823 00 06/11/2014 PI5338 028892 00 06/11/2014	00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014 00 06/11/2014	001-1004-424.30-33 001-1004-424.30-33 001-1015-415.20-12 001-1305-430.30-33 001-1305-430.30-33 034-0790-421.20-12	BLANKET PURCHASE ORDER GENERAL BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER GENERAL BLANKET PURCHASE ORDER	10.70- 160.46 1,146.80 160.46- 8.25 256.50	
					VENDOR TOTAL *	1,400.85	
0001137 6055305/1 6055305/1	00	STEFFY CHRYSLER CENTER INC, GENE PI5469 028801 00 06/11/2014 PI5470 028801 00 06/11/2014	00 06/11/2014 00 06/11/2014	001-1206-422.20-60 001-1206-422.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	15.00 69.05	
					VENDOR TOTAL *	84.05	
0005078	00	SUN LIFE FINANCIAL					

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0005078	00	SUN LIFE FINANCIAL						
JUNE 2014		PI5492 028953	00	06/11/2014	060-0660-441.70-06	BLANKET PURCHASE ORDER	3,006.06	
JUNE 2014		PI5493 028953	00	06/11/2014	060-0660-441.70-08	BLANKET PURCHASE ORDER	3,878.01	
						VENDOR TOTAL *	6,884.07	
9999999	00	SUSANO, ULISES						
87420	SUSANO	000571	00	06/11/2014	001-0000-202.04-00	ULISES SUSANO/C ROOM DEP	50.00	
						VENDOR TOTAL *	50.00	
9999999	00	TAYLOR, MAY						
87162	TAYLOR	000572	00	06/11/2014	001-0000-202.04-00	MAY TAYLOR/CF MTG RM DEP	50.00	
						VENDOR TOTAL *	50.00	
9999999	00	THEGE, ROBERT						
053013	THEGE	000564	00	06/11/2014	001-1206-342.02-00	05/30/13 ROBERT THEGE	100.00	
						VENDOR TOTAL *	100.00	
0003598	00	TIME WARNER CABLE						
0113917	0614	PI5486 028885	00	06/11/2014	001-1011-419.20-12	BLANKET PURCHASE ORDER	106.28	
						VENDOR TOTAL *	106.28	
0001339	00	TIMME WELDING & SUPPLY LLC						
13402		PI5471 028803	00	06/11/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER	65.00	
						VENDOR TOTAL *	65.00	
9999999	00	UNITED HEALTHCARE						
090413	OSBORN	000562	00	06/11/2014	001-1206-342.02-00	09/04/13 LYND SAY OSBORN	485.80	
						VENDOR TOTAL *	485.80	
0003551	00	UPSTART						
5287537		PI5417 029671	00	06/11/2014	001-2031-455.30-79	GENERAL	415.20	
						VENDOR TOTAL *	415.20	
9999999	00	UTESCH, BRAD						
89324	UTESCH	000579	00	06/11/2014	001-2029-347.00-00	ED UTESCH/BB CANCELLED	65.00	
						VENDOR TOTAL *	65.00	
0006360	00	VALIEN, JIM						
7399		PI5289 029688	00	06/11/2014	001-2027-452.20-99	GENERAL	2,260.00	
7400		PI5290 029688	00	06/11/2014	001-2027-452.20-99	GENERAL	2,335.00	
						VENDOR TOTAL *	4,595.00	
0003337	00	WASTE CONNECTIONS INC						
MAY 2014		000582	00	06/11/2014	001-1013-432.20-21	MAY 2014	68,280.40	
						VENDOR TOTAL *	68,280.40	
9999999	00	WEHRMANN, SCOTT						
87192	WEHRMANN	000573	00	06/11/2014	001-0000-202.04-00	SCOTT WEHRMANN/CF ARENA	150.00	
						VENDOR TOTAL *	150.00	

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
9999999	00	WEST, JILL						
86739 WEST		000574	00	06/11/2014	001-0000-202.04-00	JILL WEST/COMM RM DEPOSIT	50.00	
						VENDOR TOTAL *	50.00	
0003614	00	WILDLIFE LEARNING ENCOUNTERS						
060914		PI5441 029959	00	06/11/2014	001-2031-455.20-99	GENERAL	700.00	
						VENDOR TOTAL *	700.00	
0005339	00	WIMER, DALLAS						
052714		PI5380 028854	00	06/11/2014	001-2027-452.20-99	BLANKET PURCHASE ORDER	250.00	
						VENDOR TOTAL *	250.00	
0001337	00	30 BOWL						
4/24-5/15/2014		PI5507 029892	00	06/11/2014	001-2029-451.20-16	GENERAL	756.00	
						VENDOR TOTAL *	756.00	
			00	General Fund		BANK TOTAL *	292,258.48	20,529.59

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INVOICE		VOUCHER P.O.			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO		NO NO							AMOUNT	
0005708	00	REGIONAL CARE INC								
06/04/14	MANUAL000553		01	06/04/2014	060-0660-441.70-01	06/04/14	MANUAL CLAIMS	CHECK #: 100518	218,219.34	
06/04/14	MANUAL000554		01	06/04/2014	060-0660-391.00-00	06/04/14	MANUAL CLAIMS	CHECK #: 100518	175.00-	
VENDOR TOTAL *								.00	218,044.34	
0003405	00	WORKERS' COMPENSATION FUND								
06/03/14	MANUAL000549		01	06/03/2014	061-0662-441.70-04	06/03/14	WC	CHECK #: 100517	575.08	
06/03/14	MANUAL000550		01	06/03/2014	061-0662-441.70-06	06/03/14	WC	CHECK #: 100517	405.74	
06/03/14	MANUAL000551		01	06/03/2014	061-0662-441.70-07	06/03/14	WC	CHECK #: 100517	663.60	
VENDOR TOTAL *								.00	1,644.42	
01 Employee Benefits								BANK TOTAL *	.00	219,688.76

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CDBG Clearing

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VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
								AMOUNT	
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST							
14915		PI5477 028878	08	06/11/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	150.00		
14952		PI5478 028878	08	06/11/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	360.00		
14956		PI5479 028878	08	06/11/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,551.50		
14962		PI5480 028878	08	06/11/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	420.00		
14990		PI5482 028878	08	06/11/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	250.00		
14996		PI5483 028878	08	06/11/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	3,750.00		
14997		PI5484 028878	08	06/11/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,250.00		
						VENDOR TOTAL *	7,731.50		
			08	CDBG Clearing		BANK TOTAL *	7,731.50		

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E911

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0001759	00	ATS "THE BEEPER PEOPLE"						
4890386		PI5321 028815 09 06/11/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	317.13	
						VENDOR TOTAL *	317.13	
0002675	00	CENTURYLINK (QWEST)						
4027272600	0515	PI5336 028870 09 06/11/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	90.99	
						VENDOR TOTAL *	90.99	
0003375	00	STATE OF NEBRASKA - CELLULAR						
876564		PI5339 028892 09 06/11/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
						VENDOR TOTAL *	768.00	
0004196	00	WESTEL SYSTEMS						
4026542437	0514	PI5320 028814 09 06/11/2014			033-0789-421.20-12	BLANKET PURCHASE ORDER	173.52	
						VENDOR TOTAL *	173.52	
			09	E911		BANK TOTAL *	1,349.64	
						HAND ISSUED TOTAL ***		219,688.76
						EFT/EPAY TOTAL ***		20,529.59
						TOTAL EXPENDITURES ****	301,339.62	240,218.35
					GRAND TOTAL *****			541,557.97

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: JUNE 5, 2014

SUBJECT: CONSUME ALCOHOL

Recommendation: Approve Resolution permitting consumption of alcohol on City property

Background: Per State Statute consumption of alcohol on public property must be approved by the local government.

#9

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, APPROVING CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AS FOLLOWS: CHRISTENSEN FIELD (8/21/14, 7/25/15); City Auditorium (6/20/15)

<u>Requestor:</u>	<u>Date:</u>	<u>Purpose:</u>	<u>City Property:</u>
Brad Victor	August 21, 2014	combine clinic	Christensen Field
Tammi Marreel	July 25, 2015	wedding reception	Christensen Field
Paula Mercado	June 20, 2015	birthday	City Auditorium

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.

EMAIL, FAX OR MAIL THE FORM:

CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of TITAN MACHINERY dba - VICTORS EQUIP respectfully request permission
Organization or Individual

to consume alcohol beverages on Aug 21, 2014 at CHRISTENSEN FIELD
Date Location

for a COMBINE CLIPIC
Type of Event

****Please indicate which facility you will be renting****

☒ Christensen Field

☐ City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

I have read and understand the printed requirements for the facility that I have indicated above:

Brad Victor
Print Name

Brad Victor
Signature

3701 W. Hwy 30 FREMONT, NE 68025
Address City State & Zip

402-720-0902
Phone

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.

EMAIL, FAX OR MAIL THE FORM:

CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Tammi Marreel, I respectfully request permission
Organization or Individual
to consume alcohol beverages on 7-25-15 at Christensen Field
Date Location
for a wedding reception
Type of Event

****Please indicate which facility you will be renting****



Christensen Field



City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

I have read and understand the printed requirements for the facility that I have indicated above:

Tammi Marreel

Print Name

Tammi Marreel

Signature

PO Box 101 Hooper NE 68031

Address City State & Zip

402-720-1171

Phone

CITY OF
FREMONT
NEBRASKA PATHFINDER

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM
RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK.

EMAIL, FAX OR MAIL THE FORM:

CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025 FAX: 402.727.2778

KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of PAULA MERCADO, I respectfully request permission
Organization or Individual
to consume alcohol beverages on 6/20/15 at CITY AUD.
Date Location
for a BIRTHDAY
Type of Event

****Please indicate which facility you will be renting****

☐

Christensen Field

☒

City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.

I have read and understand the printed requirements for the facility that I have indicated above:

Paula mercado
Print Name

Paula mercado
Signature

2150 N BroadST Fremont
Address City State & Zip NE 68025

(402) 753-55-56
Phone

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: June 5, 2014

SUBJECT: SPECIAL DESIGNATED PERMIT

Recommendation: Move to approve Resolution

Background: Events will be monitored for compliance with all rules and regulations.

#10

RESOLUTION NO.

A Resolution of the City Council of the City of Fremont, Nebraska, approving Special Designated Permit applications for Burtonian Enterprises (6/22/14); Rise's Drive-In Liquor (8/2/14); Shawsky's (6/28/14)

RESOLVED: That the Fremont City Council approve the applications for a Special Designated permit as outlined herein:

<u>Requester</u>	<u>Property</u>	<u>Date</u>	<u>Purpose</u>
Burtonian Enterprises	1682 East 23rd Ave North	June 22 2014	beer garden
Rise's Drive-In Liquor	925 North Broad	August 2, 2014	reception
Shawsky's LLC	1710 West 16th	June 28, 2014	reception

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

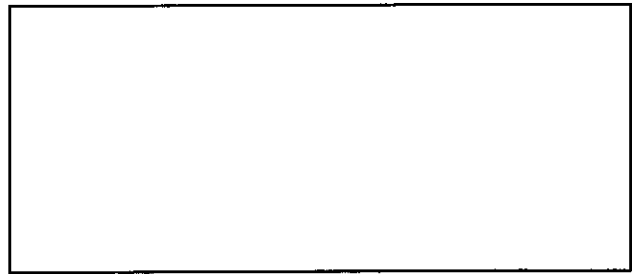
Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☒ NO ☐

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

CK-088370

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Burtonian Enterprises L.L.C. DBA. Tin Lizzy Tavern

ADDRESS: 1682 E. 23rd Ave North

CITY Fremont ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Tin Lizzy Tavern (Parking Lot)

ADDRESS: 1682 E. 23rd Ave North CITY Fremont

ZIP 68025 COUNTY and COUNTY# Dodge 5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>6-22-14</u>	Date	Date	Date	Date	Date
<u>Hours</u> From <u>9:00 a.m.</u>	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To <u>1:00 a.m.</u>	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____

(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☐ Reception ☐ Fund Raiser ☒ Beer Garden ☐ Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET _____ x _____

(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET 400 x 400

*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)

If outdoor area, how will premises be enclosed?

___ Fence; ☒ snow fence ☐ chain link ☐ cattle panel

___ other _____

___ Tent

8. How many attendees do you expect at event? _____

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Security will check all I.D.'s at Main door

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler _____ Retailer _____ Both _____ BYO _____
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Tim Valentine

Signature of Event Supervisor Tim Valentine

Event Supervisor phone: Before 402-454-0005 During 402-454-0005

Email address valentine.t.m66@gmail.com

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Mitchell J. Burr owner 5-21-14
Authorized Representative/Applicant Title Date
Mitchell J. Burr
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

A hand-drawn site plan consisting of three rectangular areas. The top area is the largest and is labeled 'Beer Garden'. Below it is a smaller rectangle labeled 'Smoking Patio'. To the right of the 'Smoking Patio' is a vertical line with several short horizontal tick marks, labeled '- Main Door -'. Below the 'Smoking Patio' is another rectangle labeled 'Tin Lizzy Tavern'. The 'Beer Garden' and 'Tin Lizzy Tavern' rectangles share a common horizontal boundary line, with the 'Smoking Patio' rectangle sitting between them.

Beer Garden

Roughly
400 x 400

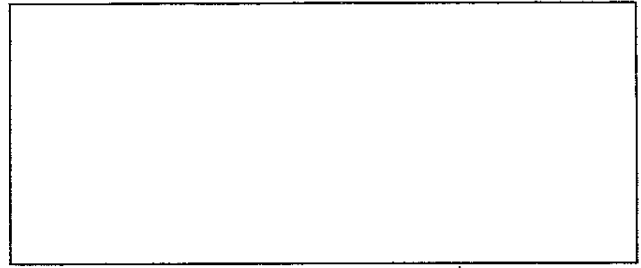
Smoking Patio

- Main Door -

Tin Lizzy Tavern

APPLICATION FOR SPECIAL
DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☒ NO ☐

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-74918

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: RISE'S DRIVE-IN LIQUOR, INC.

ADDRESS: 1900 E. MILITARY AVE #284

CITY FREMONT, NE ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME FREMONT CITY AUDITORIUM

ADDRESS: 925 N. BROAD ST. CITY FREMONT, NE

ZIP 68025 COUNTY and COUNTY # DODGE #5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☒ NO ☐

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>Aug. 2, 2014</u>	Date	Date	Date	Date	Date
Hours From <u>1:00pm</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>1:00am</u>	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☒ Reception ☐ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 100 x 120
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)

If outdoor area, how will premises be enclosed?

____ Fence; ____ snow fence ☐ chain link ☐ cattle panel

____ other _____

____ Tent

8. How many attendees do you expect at event? 300

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Security Guards & Wrist Bands

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler _____ Retailer _____ Both _____ BYO _____
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor JEFF RISE

Signature of Event Supervisor 

Event Supervisor phone: Before 402-721-7778 During 402-719-9689
Email address _____

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here


Authorized Representative/Applicant

PRESIDENT
Title

5.27.14
Date

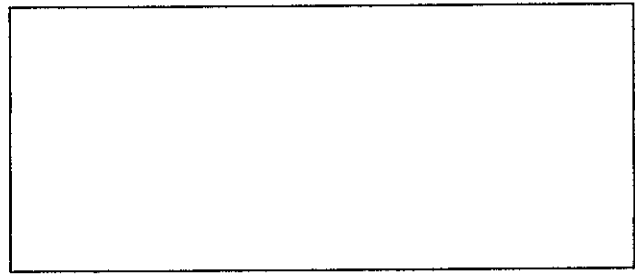
JEFF RISE
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☒ NO ☐

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

DK-80281

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Shawsky's, L.L.C

ADDRESS: 240 West 6

CITY North Bend ZIP 68649

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Christensen Field

ADDRESS: 1710 West 16th CITY Fremont

ZIP 68025 COUNTY and COUNTY # Dodge, 05

a. Is this location within the city/village limits? YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives? YES ☐ NO ☒

c. Is this location within 300' of any university or college campus? YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date June 28, 2014	Date	Date	Date	Date	Date
Hours	Hours	Hours	Hours	Hours	Hours
From	From	From	From	From	From
Noon					
To	To	To	To	To	To
1 a.m.					

a. Alternate date: n/a

b. Alternate location: n/a
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☒ Reception ☐ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 150 x 120
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____

***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

___ Fence; ___ snow fence ☐ chain link ☐ cattle panel

___ other _____

___ Tent

8. How many attendees do you expect at event? 300

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

I.D. will be checked and bracelets worn

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

STAFF REPORT

TO: Mayor and City Council

FROM: Jean Van Iperen, Office Services Associate

DATE: June 6, 2014

SUBJECT: Community Development Block Grant (CDBG) #13-CR-003 request 12 month extension.

Recommendation: Move to approve twelve month extension request to November 5, 2015 for 13-CR-003

Background: The City of Fremont is requesting a twelve month extension for Community Development Block Grant (CDBG) #13-CR-003 until November 5, 2015. This extension will be needed to approve 2 eligible applicants and contract and complete construction on five projects. Five LMI beneficiaries will be assisted through the program and will meet the contract requirements.

Fiscal Impact: None

#11

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

June 11, 2014

Nebraska Department of Economic Development
Attn: Steve Charleston
301 Centennial Mall South
P.O. Box 94666
Lincoln, NE 68509-4666

RE: 13-CR-003

Dear Mr. Charleston:

The City of Fremont is requesting a twelve month contract extension from November 5, 2014 to November 5, 2015 for Grant #13-CR-003.

Fremont is requesting the 12 month extension in order to approve eligible applicants for the program, contract projects and complete construction of the projects. This grant will assist 5 LMI beneficiaries as required in the contract.

The Fremont City Council approved this extension request at the June 10, 2014 council meeting. Fremont anticipates completing the remainder of work by the extended date of November 5, 2015 with no additional amendment requests anticipated. No additional matching funds will be required to finish the projects.

Should you have any questions or require additional information please feel free to contact Judy Joy, NENEDD at (402) 379-1150 ext 111.

Sincerely,

Scott Getzschman
Mayor



CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. All attachments identified under the applicable amendment type must be submitted along with this form.

CDBG Grant # 13-CR-003 CDBG Grantee City of Fremont

DED Program Representative Steve Charleston

Person Completing this form Name Judy Joy

Contact Number 402-379-1150

Email judy@nenedd.org

Complete the sections for each type of amendment requested and submit this form, along with the required attachments, to the Department.

☐ **Extension of Contract End Date**

Original Contract End Date _____

Current Contract End Date including any previously approved extensions _____

Proposed Contract End Date _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the extension;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this extension, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

☐ **Decrease in proposed accomplishments**

Original Proposed Accomplishments _____ Current Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this decrease, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

☐ **Amendment to Housing Program Guidelines**

Required Attachments

Attachment 1: Letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

☒ **Budget Amendment**

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
SF Hsg Rehab	530	\$82,300	\$0	\$82,300
SF Rental Rehab	541	\$50,000	\$0	\$50,000
Hsg Mgmt	580	\$10,200	\$0	\$10,200
Risk Ass/Testin	580	\$7,500	\$0	\$7,500
General Admin	181	\$15,000	\$0	\$15,000
Total		\$165,000		\$165,000

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
SF Hsg Rehab	530	\$82,300	\$0	\$82,300
SF Rental Rehab	541	\$50,000	\$0	\$50,000
Hsg Mgmt	580	\$19,200	\$0	\$19,200
Risk Ass/Testin	580	\$7,500	\$0	\$7,500
General Admin	181	\$6,000	\$0	\$6,000
Total		\$165,000		\$165,000

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6: Environmental Review).

DED Use Only	
Date amendment request received	
Date amendment approved/denied	

STAFF REPORT

TO: Mayor and City Council

FROM: Jean Van Iperen, Office Services Associate

DATE: June 6, 2014

SUBJECT: Community Development Block Grant (CDBG) #11-CR-003 request six month extension.

Recommendation: Motion to approve six month extension to February 9, 2015 for 11-CR-003

Background: The City of Fremont is requesting a six month extension for Community Development Block Grant (CDBG) #11-CR-003 until February 9, 2015. This extension will be needed to complete construction and lead clearances on the final two projects. Due to inclement weather during the winter and spring months, construction on the projects did not proceed as anticipated.

Fiscal Impact: None

#12

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

June 11, 2014

Nebraska Department of Economic Development
Attn: Steve Charleston
301 Centennial Mall South
P.O. Box 94666
Lincoln, NE 68509-4666

RE: 11-CR-003

Dear Mr. Charleston:

The City of Fremont is requesting a 6 month contract extension from August 9, 2014 to February 9, 2015 for Grant #11-CR-003.

Fremont is requesting the 6 month extension in order to complete construction and lead clearance inspections on the two final projects.

This grant will assist 6 LMI beneficiaries as required in the contract. Work on the projects did not proceed as anticipated due to the many days of inclement weather during the winter and spring months.

The Fremont City Council approved this extension request at the June 10, 2014 council meeting. Fremont anticipates completing the remainder of work by the extended date of February 9, 2015 with no additional amendment requests anticipated. No additional matching funds will be required to finish the projects.

Should you have any questions or require additional information please feel free to contact Judy Joy, NENEDD at (402) 379-1150 ext 111.

Sincerely,

Scott Getzschman
Mayor



CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. All attachments identified under the applicable amendment type must be submitted along with this form.

CDBG Grant # 11-CR-003 CDBG Grantee City of Fremont

DED Program Representative Steve Charleston

Person Completing this form Name Judy Joy

Contact Number 402-379-1150

Email judy@nenedd.org

Complete the sections for each type of amendment requested and submit this form, along with the required attachments, to the Department.

☒ **Extension of Contract End Date**

Original Contract End Date Friday, August 09, 2013

Current Contract End Date including any previously approved extensions Saturday, August 09, 2014

Proposed Contract End Date Monday, February 09, 2015

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the extension;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this extension, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

☐ **Decrease in proposed accomplishments**

Original Proposed Accomplishments _____ Current Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this decrease, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

☐ **Amendment to Housing Program Guidelines**

Required Attachments

Attachment 1: Letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

☐ **Budget Amendment**

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6: Environmental Review).

DED Use Only	
Date amendment request received	
Date amendment approved/denied	

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: June 5, 2014

SUBJECT: Local Option Review Committee

Recommendation: Move to approve the recommendation of the Mayor to appoint Council Member Jennifer Bixby, Bill Vobejda and Rob George to Local Option Review Committee for a 2 year term ending June 2016

Background: In the May primary election, the voters of Fremont approved the Economic Development Plan as submitted by the Greater Fremont Development Council. The plan states:

There shall be created for the review process an economic development team consisting of two (2) City of Fremont elected or appointed officials (selected annually by the mayor and approved by City Council), two (2) Greater Fremont Development Council representatives (recommended by the GFDC and selected annually by the Mayor), and three at-large members, appointed annually by the mayor and subject to approval of Council. For the first year, only, one (1) member from the City of Fremont elected or appointed officials, one (1) Greater Fremont Development Council representative, and (1) at-large member shall be selected by the mayor and approved by City Council to be appointed for a one (1) year term, and the remaining members of the economic development team will be selected for a two (2) year term. One (1) member from the City of Fremont, one (1) representative from Greater Fremont Development Council, and two (2) at large members shall be selected annually by the Mayor and approved by Council, so that terms are staggered. Any member with conflict of interest shall not review any application wherein there appears to be any direct conflict of interest.

These appointments will fulfill the Elected/Local two year position and the At-large two year positions. Appointments are being recommended by Mayor Getzschman.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: June 5, 2014

SUBJECT: Local Option Review Committee

Recommendation: Move to approve the recommendation of the Mayor to appoint Council Member Larry Johnson and Paul Marsh to Local Option Review Committee for a one year term ending June 2015

Background: In the May primary election, the voters of Fremont approved the Economic Development Plan as submitted by the Greater Fremont Development Council. The plan states:

There shall be created for the review process an economic development team consisting of two (2) City of Fremont elected or appointed officials (selected annually by the mayor and approved by City Council), two (2) Greater Fremont Development Council representatives (recommended by the GFDC and selected annually by the Mayor), and three at-large members, appointed annually by the mayor and subject to approval of Council. For the first year, only, one (1) member from the City of Fremont elected or appointed officials, one (1) Greater Fremont Development Council representative, and (1) at-large member shall be selected by the mayor and approved by City Council to be appointed for a one (1) year term, and the remaining members of the economic development team will be selected for a two (2) year term. One (1) member from the City of Fremont, one (1) representative from Greater Fremont Development Council, and two (2) at large members shall be selected annually by the Mayor and approved by Council, so that terms are staggered. Any member with conflict of interest shall not review any application wherein there appears to be any direct conflict of interest.

These appointments will fulfill the Elected/Local one year position and the At-large one year position. Appointments are being recommended by Mayor Getzschman.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: June 5, 2014, 2014

SUBJECT: Local Option Review Committee

Recommendation: Move to approve the recommendation of the Mayor to appoint Cecilia Harry for a one year term ending June 2015 and Steve Pribnow for a two year term ending June 2016 to Local Option Review Committee.

Background: In the May primary election, the voters of Fremont approved the Economic Development Plan as submitted by the Greater Fremont Development Council. The plan states:

There shall be created for the review process an economic development team consisting of two (2) City of Fremont elected or appointed officials (selected annually by the mayor and approved by City Council), two (2) Greater Fremont Development Council representatives (recommended by the GFDC and selected annually by the Mayor), and three at-large members, appointed annually by the mayor and subject to approval of Council. For the first year, only, one (1) member from the City of Fremont elected or appointed officials, one (1) Greater Fremont Development Council representative, and (1) at-large member shall be selected by the mayor and approved by City Council to be appointed for a one (1) year term, and the remaining members of the economic development team will be selected for a two (2) year term. One (1) member from the City of Fremont, one (1) representative from Greater Fremont Development Council, and two (2) at large members shall be selected annually by the Mayor and approved by Council, so that terms are staggered. Any member with conflict of interest shall not review any application wherein there appears to be any direct conflict of interest.

These appointments will fulfill the Greater Fremont Development one and two year positions. Appointments were submitted by the Greater Fremont Development Council and are being recommended by Mayor Getzschman.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dan Seder, Parks and Recreation Director

DATE: June 4, 2014

SUBJECT: Use of Christensen Field and Fremont Municipal Airport for Fireworks Display

Recommendation: Move to approve the Resolution.

Background: Ron Vlach has requested the use of Christensen Field and Fremont Municipal Airport to hold a fireworks display on July 3, 2014. This is an annual event put on by Ron Vlach.

Fiscal Impact: None.

#16

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE USE OF CHRISTENSEN FIELD AND FREMONT MUNICIPAL AIRPORT FOR FIREWORKS DISPLAY ON JULY 3, 2014.

WHEREAS, Ron Vlach, Victory Marine, has requested the use of Christensen Field and Fremont Municipal Airport to shoot off fireworks for a display on July 3, 2014; and,

WHEREAS, the display will be for benefit of the entire community: and,

WHEREAS, Approval of request is contingent upon receipt of \$1,000,000 insurance certificate with the applicant as primary insured and the City of Fremont named as an additional insured and this resolution shall serve as the written agreement for said insurance.

NOW THEREFORE BE IT RESOLVED: The Mayor and City Council approve the request for the use of Christensen Field and Fremont Municipal Airport for a firework display on July 3, 2014.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

Victory Marine, L.L.C.

May 15, 2014

City of Fremont

Re: July 3, 2014 Fireworks Display

Request permission to use both Christensen Field and the Fremont Municipal Airport for the City Fireworks display on Thursday July 3, 2014.

Certificate of Insurance will follow after request is granted.

Thank You.

Ron Vlach

Victory Marine LLC

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: June 5, 2014

SUBJECT: Acknowledge the receipt of tort claim filed by Alicia Carrera

RECOMMENDATION: Approve acknowledgement of the Tort Claim filed by Alicia Carrera

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Alicia Carrera alleging certain claims in connection with alleged damage to Terry Neill's automobile by a tree limb falling, which occurred on June 1, 2014 at Military and Platte, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Alicia Carrera is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Fremont, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Fremont has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask the comments be carefully considered so that the legal rights of all parties are preserved.

This is not an item for council action other than to simply acknowledge that the claim has been received

Fiscal Impact: unknown

#17

RECEIVED

JUN 02 2014

TORT CLAIM SUBMISSION FORM

BY: L. McArthur
8:40 am

In accordance with the Tort Claims Act, it is the responsibility of a citizen reporting a personal injury or property damage claim to file a written claim with the Clerk of the City of Fremont, Nebraska. Such claim shall include what happened, when and where the incident occurred. All claims must be in writing and signed by the claimant(s). The form below may be used for this submission. Claims shall also include any medical bills for personal injury, written estimates for repair of property damage, photographs, witness contact information along with any other documentation applicable to the claim. Citizens should deliver their claims and supporting documentation to the City Clerk's Office.

City Clerk
City of Fremont
400 East Military Avenue
Fremont NE 68025-5141
(402) 727-2633

Please complete the following:

Claimant Name: Alicia Carrera Phone Number: [REDACTED]

Claimant Address: 1750 North I Street

Date of Loss: 06-01-2014

Location of Loss: Military and Platte

Description of Loss (use another sheet of paper if necessary):

damage to my car.

Witness Name: Ashtynn Neill Witness Phone: [REDACTED]

Attachments: _____ Photo(s): _____ Estimates: _____ Medical Bill(s): _____

Other: _____ (Check all that apply)

Alicia Carrera
Signature of Claimant

06-02-2014
Date

Alicia Carrera
Printed Name of Claimant

City Department Involved: _____

STAFF REPORT

TO: Mayor and City Council

FROM: Kim Volk, City Clerk/Treasurer

DATE: June 5, 2014

SUBJECT: JOHN C. FREMONT DAYS

Recommendation: Move to approve Resolution

Background: This is similar to the request that has been made in the past. John C. Fremont Days Inc. has given the City sufficient certificate of liability.

Fiscal Impact: per agreement JCF Inc. will reimburse the City up to \$2,000 for expenses.

#18

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, approving request of John C. Fremont Days Inc. for Ridge Road Run route and Pathfinder Duathlon route for John C. Fremont Days Festival July 12-13, 2014.

WHEREAS: John C. Fremont Days Inc. has requested the use of various streets for the Ridge Road Run and the Pathfinder Duathlon on July 12-13, 2014; and,

WHEREAS: The events will be open to the public; and,

WHEREAS: Approval of request is contingent upon receipt of \$1,000,000 insurance certificate with the applicant as primary insured and the City of Fremont named as additional insured and this resolution shall serve as the written agreement for said insurance

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that John C. Fremont Days Incorporated be allowed to close various streets for the Ridge Road Run and the Pathfinder Duathlon July 12-13, 2014.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk



JOHN C. FREMONT DAYS, INC.

P.O. BOX 966 FREMONT, NE 68026-0966 (402) 727-9428

June 5, 2014

Honorable Mayor and City Council
City of Fremont
400 East Military
Fremont, NE 68025

Dear Mayor and Members of the City Council:

John C Fremont Days, Inc. formally requests permission to have the 2014 Pathfinder Duathlon, a 2 Mile Run/12 Mile Bike/2 Mile Run, to take place on Sunday, July 13, 2014 beginning at 8:00 a.m. The race begins in front of the Fremont YMCA through their parking lot to Clarmar Avenue. Runners turn left on Clarmar Avenue to 16th Street, then right on 16th to the turn around point at Garden City Road and follow the same course in reverse. The bike race follows Lincoln Avenue to 16th Street, Johnson Road to Military Avenue, and finally Lincoln Avenue back to the YMCA. A map is attached.

We also request permission for the Ridge Road Run which will be held Saturday, July 12, 2014 at 8:00 a.m. beginning at Christensen Field. The race will begin at Christensen Field and follow 16th Street to Road 20 1/4, then follow 2 loops consisting of 21st Street, Rademakers Way, 23rd Street and 20 1/4 then returning to Christensen Field via 16th Street. A map is attached.

During these events, we have REACT members and volunteers monitoring the event. There are 2 people stationed at each intersection holding "Caution – Road Race in Progress" signs to warn traffic.

May I thank you in advance for your consideration.

Sincerely,

Jeff Hoffman
Executive Director

Attachments

E-mail: contact@johncfremontdays.org • Web Address: johncfremontdays.org

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: June 5, 2014

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: The City Council receives internally-produced monthly financial statements in addition to the annual audited financial statements; however, the monthly reports are not available until mid-month. This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month. The Council will continue to receive the monthly financial statements, but this snapshot gives the Council more timely information regarding cash reserve balances.

Fiscal Impact: None

#19

May 31, 2014

	Statement ending balances						
Account Name	Fremont National Bank	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BANCORP
Governmental							
<u>Checking/Money Market</u>							
City Treasurer	\$ 5,641,928						
City Payroll Imprest	\$ -						
City Treasurer-M Mkt	\$ 5,030,693						
City Treasurer						\$ 2,937,962	
Special Revenue		\$ 8,416					
Econ Development -						\$ 3,112,101	
Infrastructure - Sales Tax						\$ 1,694,897	
Insured M MKT ** -Sales Tax		\$ 2,271,766					
Public Safety - Sales Tax						\$ 3,361	
Streets - Sales Tax						\$ 198,902	
Streets - M Mkt			\$ 2,374,890				
Tax Relief - Sales Tax						\$ 195	
Community Development Agy	\$ 91,769						
Keno			\$ 158,225				
Keno - Npait M Mkt						\$ 345,913	
CDBG Revolving Fund						\$ -	
CDBG Clearing	\$ 7,632						
E911	\$ 508,330						
Drug Task	\$ 271,962						
Employee Benefits			\$ 391,496				
Work Comp			\$ -				
Employee Benefits							\$ 9,006
Total Checking/Money Market	\$ 11,552,314	\$ 2,280,182	\$ 2,924,611	\$ -	\$ -	\$ 8,293,330	\$ 9,006
<u>CD Investments</u>							
General fund			\$ 350,000		\$ 20,773		
Sales Tax/Public Safety fund				\$ 1,000,000			
Sales Tax/Infrastructure fund			\$ 1,900,000	\$ -			
Sales Tax/Streets fund			\$ 1,850,000	\$ 500,000			
Sales Tax/LB840 fund							
Street fund			\$ 900,000	\$ 1,850,000			
KENO fund				\$ 250,000	\$ -		
Trust Fund			\$ 125,000	\$ 50,000			
E911			\$ 50,000				
Special assessment Fund			\$ 500,000				
Employee Benefits			\$ 1,550,000				
Work Comp			\$ 650,000				
Total CD Investments	\$ -	\$ -	\$ 7,875,000	\$ 3,650,000	\$ 20,773	\$ -	\$ -
Total Governmental deposits	\$ 11,552,314	\$ 2,280,182	\$ 10,799,611	\$ 3,650,000	\$ 20,773	\$ 8,293,330	\$ 9,006
					Grand total	\$ 36,605,216	

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
May 31, 2014

Account Name	Statement ending balances						
	Fremont National Bank	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BANCORP
Proprietary Funds							
<u>Checking/Money Market</u>							
Combined Utilities Fund	\$ 7,101,825						
Payroll Account	\$ -						
Electric Fund	\$ 1,058,239						
Comb Util Funds/Construction	\$ 2,450,593						
Electric Funds						\$ 6,002,494	
Customer Deposit Fund	\$ 8,907						
Water Project Bond Acct	\$ 80,062						
Department of Utilities			\$ 665,258				
Sewer Improvement	\$ 3,375						
Sewer Funds						\$ 6,000,684	
Gas Fund						\$ 2,024,814	
Total Checking/Money Market	\$ 10,703,002	\$ -	\$ 665,258	\$ -	\$ -	\$ 14,027,991	\$ -
<u>CD Investments</u>							
Electric			\$ 13,852,800	\$ 1,596,000	\$ -	\$ -	
Water			\$ 875,000				
Sewer			\$ 1,600,000				
Gas			\$ 3,000,000				
Total CD Investments	\$ -	\$ -	\$ 19,327,800	\$ 1,596,000	\$ -	\$ -	\$ -
Total Proprietary deposits	\$ 10,703,002	\$ -	\$ 19,993,058	\$ 1,596,000	\$ -	\$ 14,027,991	\$ -
					Grand total	\$ 46,320,051	
Grand total, all funds	\$ 22,255,316	\$ 2,280,182	\$ 30,792,669	\$ 5,246,000	\$ 20,773	\$ 22,321,321	\$ 9,006
					Grand total	\$ 82,925,267	

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chief of Police Jeff Elliott

DATE: 05-13-2014

SUBJECT: Police Department Building Renovation or Replacement Analysis

Recommendation: Move to approve Resolution

Background: The police building is in need of substantial renovation ranging from major building repairs to reorganization of the building layout.

Because of the extent of the renovation needs, the question of whether or not building a new facility, or renovation of the existing structure comes up.

To answer the question of whether renovation or building new is more appropriate, money was budgeted in the police budget to complete a study done by an architectural firm to answer that particular question.

An RFP was put out asking for proposals and five different firms responded to the RFP. Each proposal was evaluated by the city administrator, city attorney, chief of police and a police lieutenant, using a scoring system established in the RFP. After all four individuals had completed their scoring, the top three firms, were asked to give a presentation on their proposals and further explain how they would approach the project.

These presentations were scored once again by the city administrator, city attorney chief of police and a police lieutenant.

After completing the scoring on the presentations, all four of the scoring officials agreed that Prochaska and Associates was the best firm to complete the analysis. Additionally, Prochaska and Associates were the least expensive of all of the proposals submitted.

It is our recommendation to award this project to Prochaska and Associates.

Fiscal Impact: \$16,500.00

#20

RESOLUTION NO. 2014-

A Resolution of the City Council of the City of Fremont, Nebraska to authorize the Mayor to sign an agreement with Prochaska and Associates in the amount of \$16,500 for Police Department Renovation Study.

WHEREAS, the police building and facilities are in need of renovation or replacement; and,

WHEREAS, Requests for proposals were issued and five different companies responded; and,

WHEREAS, Prochaska and Associates were one of those companies that responded; and,

WHEREAS, a competitive evaluation process was completed evaluating all five companies; and,

WHEREAS, Prochaska and Associates were deemed to be able to provide the best service for the least amount of money.

NOW THEREFORE BE IT RESOLVED: The City Council approves and authorizes the Mayor to sign the agreement in the amount of \$16,500 with Prochaska and Associates of Omaha Ne for police department renovation or replacement study.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

BID TABULATION FOR POLICE DEPARTMENT RENOVATION OR REPLACEMENT ANALYSIS FOR THE CITY OF FREMONT, NEBRASKA MARCH 2014		Prochaska & Associates 11317 Chicago Circle Omaha, NE 68154	Wilson Estes Police Architects 523 Walnut Street Kansas City, MO 64106	Carlson West Povondra 5060 Dodge Street Omaha, NE 68132
ITEM	DESCRIPTION	TOTAL COST	TOTAL COST	TOTAL COST
1	Strategic Planning/Needs Assessment/Plan Development	\$15,000.00	\$16,920.00	\$27,500.00
2	Reimbursables/Necessary Expenditures/Addl. Fees	\$1,500.00	\$1,415.00	\$1,650.00
TOTAL BID		\$16,500.00	\$18,335.00	\$29,150.00



Prochaska & Associates

May 30, 2014

Jeffrey J. Elliott, Chief of Police
Fremont Police Department
725 North Park Avenue
Fremont, Nebraska 68025

RE: Fremont Police Department
Letter Agreement for *Phase 1: Renovation or Replacement Analysis*

Dear Chief Elliott:

We want to thank you, your interview committee and the City of Fremont for the opportunity to work with you on this important first step in the evaluation and planning process for the Fremont Police Department facility. The time your staff spent with our Team prior to our interview was very helpful to our understanding of your current facility concerns and the scope of this effort. We appreciate the vote of confidence.

This Letter Agreement describes the contractual terms under which Prochaska & Associates (P&A) will provide *Renovation or Replacement Analysis* services for the Fremont Police Department (FPD) and City of Fremont (COF) for the existing Police Department facility.

Specific terms of this Agreement are as follows:

A. SCOPE OF SERVICES

The Scope of Work for this *Renovation or Replacement Analysis* phase is to evaluate options to determine the feasibility of renovating the existing FPD facility or, if renovation isn't feasible, of building a new FPD facility on a new site.

This planning will provide the FPD and City of Fremont with a review of feasible options and development of associated Project Budgets. At the conclusion of this *Phase 1 Analysis*, the FPD and City will have the necessary information to pursue financing, if the City chooses to proceed with design and construction of the of the most feasible Option.

We propose to furnish the following *Phase 1 Analysis* services, which consist of two Parts:

PART 1 – NEEDS ASSESSMENT

1. Conduct a thorough on-site investigation of the existing building.
2. Collect relevant City and County demographic data.
3. Collect existing building blueprints.
4. Distribute Questionnaire and schedule stakeholder interviews.
5. Interview law enforcement personnel, dispatch and administrative staff, and other key stakeholders, including City officials, if desired.
6. Evaluate existing facility for functional, operational, and building systems deficiencies.
7. Review any previous studies, existing facility evaluations and other previously developed information, if available.
8. Develop a Space Program of required functions, rooms and spaces for the FPD offices, including type, number, size and relationships of spaces.
9. Progress review with the FPD and the City of Fremont.



PART 2 – PRELIMINARY CONCEPT PLANNING

1. Using the Program, develop preliminary concept drawing options to determine the feasibility of renovating and reusing the existing FPD facility and site.
2. Develop a replacement facility option, using a generic site for site area requirements.
3. Develop initial Project Budgets for both Options.
4. Assist the FPD and City with determining which of the options developed is the best long-term and financially feasible solution to the FPD's needs.
5. If the top-ranked Option is "Replacement", assist the FPD and City with evaluating potential sites.
6. If Replacement is the selected Option, refine the preliminary Option plan as needed to adapt to the selected replacement site.
7. Refine the Project Budget (Construction ("hard") costs and Miscellaneous Overhead ("soft") costs), plus estimated annual operating costs.
8. Provide 15 hard copies and one electronic copy of a final draft for review.
9. Present final *Phase 1 Renovation or Replacement Analysis* documents to the FPD staff, City officials, Fremont City Council and others, if desired.

B. COMPENSATION

Our fee for the above *Phase 1 Renovation or Replacement Analysis* services is \$15,000, exclusive of reimbursable expenses incurred in the interest of the project (printing costs, travel, long distance telephone calls, postage, etc), which we would limit to a maximum cap of \$1,500. Project services or changes in Scope beyond those listed above would be at the FPD and City's discretion and billed on an hourly basis as an Additional Service. Extra copies of the final report, beyond the 15 listed above, would not exceed \$40 each.

Should the City choose to proceed with the project, fees for the project design and construction phases (Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration) will be negotiated following successful financing and the City's approval of a final project scope and budget.

C. FPD & COF RESPONSIBILITIES

FPD and COF shall provide P&A with all existing facility plans, any available current site survey data, COF Long-Range and Strategic plans, Zoning Ordinances and Subdivision Regulations, and other relevant information as requested.

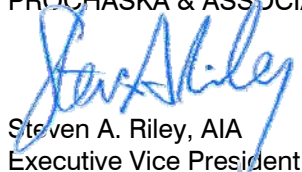
D. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and may not be modified in any manner except by written instrument duly executed by each of the parties hereto.

Jeff, the Mayor's signature below on both copies will acknowledge the acceptance of the general terms of this Agreement. Please return one copy to us for our files. We look forward to a productive relationship with you and the Department and the City of Fremont on this phase of planning.

Sincerely,

PROCHASKA & ASSOCIATES


Steven A. Riley, AIA
Executive Vice President

CITY OF FREMONT

By: _____

Title: _____

Date: _____

STAFF REPORT

TO: Mayor and City Council

FROM: Justin Zetterman, City Engineer

DATE: June 5, 2014

SUBJECT: Annexation of property located in SW corner of NW ¼ 19-17-9 (1st Street)

Recommendation: Hold second reading of Ordinance

Background: The City of Fremont requests the annexation of property located in the SW corner of the NW ¼ of Section 19, Township 17 North, Range 9 East, Dodge County, Nebraska. The tract is located to the north of the power plant and contains the right-of-way to be used for the 1st Street Extension project. The Nebraska Department of Roads has asked the City to annex the parcel.

#21

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND, PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban in character, will receive material benefits and advantages from annexation to said City, to-wit:

A TRACT OF LAND starting at the SW corner of the NW $\frac{1}{4}$ of said Section 19, thence north a distance of 380 feet along the west line of said Section 19, thence west on a line parallel to the south line of said NW $\frac{1}{4}$ to the centerline of said Section 19, thence south along said centerline a distance of 380 feet, thence east along the south line of said NW $\frac{1}{4}$ to the Point of Beginning.

be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION II. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk



DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. Printed: 05/22/14

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Derril Marshall

DATE: June 5, 2014

SUBJECT: OPPD agreement for transmission line

Recommendation: Motion to approve agreement

Background: The need for an additional transmission line to interconnect with the electric grid has been an ongoing issue in Fremont for many years. The construction of the peaking turbine in 2003 was not only to provide additional generation needed during peak times in the future, but mainly for reliability to pick up the portion of the City's electric load that could not be handled by the grid in the event of a loss of generation during peak load periods. One of the reasons the peaking turbine was the choice at that time instead of an additional grid interconnect was that as the City's load grew, the local electric voltage needs could not be handled by the grid alone without local generation being on line. This may still be the case with the additional tie line in the future, under certain load and generation conditions, but considerable load growth would need to occur first. (about 20 MW).

Today the issues are still somewhat the same, except units 6 and 7 are eleven years older and additional EPA regulations have been and will more than likely continue to be instituted. The power supply study completed in 2012 included two alternatives that could address the reliability issue of the retirement of unit 6 and/or 7 and load growth. Convert the gas turbine to a combined cycle unit or look at additional transmission connections to the grid. The transmission tie alternate is worth looking at initially because it can provide additional reliability and capacity to the system much sooner.

To this end we met with OPPD to renew discussions we have had with OPPD on various occasions in the past to discuss this potential. When we met with them last May, they said they would analyze the electric grid system using various load growth scenarios with different local generators on and off. They also indicated that as a utility, OPPD did not have any immediate distribution concerns on this side of their system. They also agreed to evaluate various options to develop additional ties to Fremont as well as look at timing and cost estimates.

As a follow up to that meeting, Dave Shelso, Paul Gifford, Troy Schaben, and I met last October with members of the Planning and Transmission Department of OPPD to discuss their findings and the potential for the future construction of an additional tie line to the OPPD system.

A new tie line to the electric grid would provide the following benefits:

1. System reliability: Currently we can import about 60 to 65 MW. Our peak load is about 96 MW. If we would lose unit 8 during peak load; unit 6 & 7, if they are both on, can pick up 35 MW or the peaking turbine can be started and pick up 36 MW to maintain load after about 20 to 30 minutes. With the additional tie line we could import 110 MW in an emergency, but would probably need local generation beyond that to support voltage.
2. Although the power supply study stated that units 6 and 7 should be able to operate to 2030, the tie line would give us flexibility to evaluate retirement of 6 and/or 7 if additional regulatory requirements or major repair issues would dictate investing a large amount of money in these units. Currently that option would not be advisable.
3. Allow the City the option to evaluate purchasing power off the grid instead of adding new generation when

load growth and/or generating unit retirements would require these options to be implemented.

OPPD had also agreed to submit the project to the Southwest Power Pool Planning Division to see if they would prioritize the project because of Fremont's needs. It will be in the planning queue if the project is approved by Fremont and OPPD by May 20.

The agreement negotiated with OPPD calls for the 161 tie line to be owned and maintained by OPPD and the additional 69 KV lines to be added to our 69 system, as well as substation improvements added to our system to accommodate the tie in.

Funding for the project would be as follows:

Total estimated cost range: \$20,000,00 to \$ 32,000,000.00

The proposed agreement calls for a 60% Fremont and 40 % OPPD cost share broken down as follows for the \$32,000,000 estimate.

Fremont 69 KV transmission and substation costs	\$8,000,000
Fremont share of 161 line	\$11,200,000
OPPD share of 161 line	\$12,800,000

Fremont would also reserve a minimum of 5 MW of transmission rights on the SPP system for ten years. Estimated at an average cost of \$180,000 per year over the ten years for 5 MW.

Construction costs are estimated costs only and based on the highest estimated cost route alternative. Actual costs would depend on final route selection, right of way, and construction costs. Final costs would be shared on a similar split with OPPD paying 40% of the entire project and Fremont's 60 % being split between the local costs for improvements to our 69 KV system to accommodate the tie line and the balance to pay a portion of the 161 tie line.

I believe this is the timing is right to proceed with this project and that the agreement negotiated with OPPD is fair and reasonable.

AGREEMENT FOR SITING, DESIGN, AND CONSTRUCTION OF TRANSMISSION LINE AND SUBSTATION FACILITIES

This AGREEMENT FOR SITING, DESIGN, AND CONSTRUCTION OF TRANSMISSION LINE AND SUBSTATION FACILITIES (the "Agreement") is made and entered into this 10th day of June, 2014 ("Effective Date"), by and between OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD"), and the CITY OF FREMONT, NEBRASKA, a municipal corporation and city of the First class ("Fremont") (each, a "Party" and together, the "Parties").

RECITALS

A. OPPD is engaged in the generation, transmission and distribution of electric energy within a service area adjacent to and interconnected with Fremont.

B. Fremont is engaged in the generation, transmission and distribution of electric energy within the City of Fremont, Nebraska.

C. OPPD and Fremont have identified the need for a 161 kilovolt ("161kV") transmission line and associated substation facilities, as further described in Exhibit "A", to serve their respective needs.

D. Fremont desires to engage OPPD to site, design and construct the transmission line and associated substation facilities, and to share the cost of the project as provided in this Agreement.

E. OPPD, as a member of the Southwest Power Pool ("SPP"), is eligible for one-third reimbursement through SPP for the Transmission Line and Transmission Facilities (as those terms are defined in this Agreement) that are paid for by OPPD.

F. OPPD anticipates receiving a Notice to Construct ("NTC") from SPP for construction of the Transmission Line, Subtransmission Line, Subtransmission Facilities, New Substation and Transmission Facilities, but OPPD will terminate this Agreement if the NTC is not issued.

G. Fremont will make a 10 year firm Point to Point (PTP) transmission reservation under the SPP Tariff to reserve capacity on the transmission system to ensure delivery of energy to Fremont.

H. Fremont will pay SPP monthly for the PTP reservation and OPPD will receive revenue from SPP related to the Fremont PTP reservation.

I. Fremont recognizes that SPP is the transmission service provider for OPPD and SPP is an independent source of information for the transmission service options and both OPPD and Fremont are subject to the SPP Transmission Tariff.

NOW, THEREFORE, in consideration of the foregoing recitals, which shall be a part of this Agreement, the mutual promises contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** In addition to other terms defined elsewhere in this Agreement, the following terms shall have the meaning set forth below:

- 1.1 "Change Order" shall mean an agreement of the Parties to modify the Work as provided in Section 8 of this Agreement.
- 1.2 "Fremont Substation B" shall mean the 69kV substation in the existing Fremont Subtransmission System to which the Subtransmission Line will connect as further described on Exhibit "B" of this Agreement.
- 1.3 "New Substation" shall mean the electric substation and associated facilities to be located and constructed on the northeast side of the City of Fremont, as further described on Exhibit "B" of this Agreement.
- 1.4 "Phase 1" shall mean the Work performed by or on behalf of OPPD to determine Transmission Line routing, Subtransmission Line routing, New Substation location, easements, and other necessary land rights for the Transmission Line, Subtransmission Line and New Substation, as further described in Section 2.1 of this Agreement.
- 1.5 "Phase 2" shall mean the Work performed by or on behalf of OPPD for the design and engineering of the Transmission Line and Subtransmission Line and to purchase the site for the New Substation, as further described in Section 2.2 of this Agreement.
- 1.6 "Phase 3" shall mean the portion of the Work for the Project performed by or on behalf of OPPD to procure necessary transmission right-of-way and long lead time material including but not limited to transmission structures, transmission conductors, and substation autotransformer, as further described in Section 2.3 of this Agreement.
- 1.7 "Phase 4" shall mean the portion of the Work for the Project performed by or on behalf of OPPD to complete substation design for the New Substation, and procure the balance of necessary material, equipment, and supplies and provide all necessary management and labor to construct the Transmission Line, Transmission Facilities, Subtransmission Line and Subtransmission Facilities pursuant to this Agreement, as further described in Section 2.4 of this Agreement.
- 1.8 "Prime Rate" means for any date, the per annum rate of interest published by the Wall Street Journal in the Money Rates Section as its U.S. Prime Rate, effective for such date. If the date is a Saturday, Sunday or holiday, then the Prime Rate

shall be the Prime Rate for the first business day following such date. If the Prime Rate shall not be published for any reason, then a comparable substitute interest rate will be designated by OPPD and approved by Fremont which will not unreasonably withhold approval of the comparable substitute interest rate.

- 1.9 "Project" shall mean the Phase 1, Phase 2, Phase 3 and Phase 4 Work for the Transmission Line, Transmission Facilities, Subtransmission Line, Subtransmission Facilities and New Substation, as further described in this Agreement.
- 1.10 "SPP" shall mean the Southwest Power Pool, a regional transmission organization, of which OPPD is a transmission-owning member, or any entity succeeding to its functions.
- 1.11 "Subcontractors" shall mean the contractors hired by OPPD in connection with the Project, pursuant to Section 7 of this Agreement.
- 1.12 "Subtransmission Facilities" shall mean equipment necessary to connect the OPPD 69kV overhead transmission line to the transmission system including but not limited to autotransformer, breakers, switches and protective relaying.
- 1.13 "Subtransmission Line" shall mean the 69kV overhead transmission line and associated structures as further described on Exhibit "B" of this Agreement.
- 1.14 "Transmission Facilities" shall mean equipment necessary to connect the Transmission Line to the transmission system including but not limited to breakers, switches and protective relaying.
- 1.15 "Transmission Line" shall mean the new 161kV overhead transmission line and associated structures as further described on Exhibit "B" of this Agreement.
- 1.16 "Work" shall mean the equipment, material, and supplies procured and labor, management and other services provided by or on behalf of OPPD in connection with the overall Project and any phase of the Project.

2. **Scope of Work.** The Work shall be performed by OPPD in four (4) phases.

- 2.1 **Phase 1.** Within ninety (90) days after the Effective Date, OPPD shall submit to Fremont an estimate for the cost of and expected schedule to complete the Work for Phase 1 of the Project ("Phase 1 Estimate"). Within Forty-Five (45) days of OPPD's delivery of the Phase 1 Estimate, Fremont shall submit a written notice to OPPD to proceed with Phase 1. If Fremont does not submit its notice to proceed to OPPD within Forty-Five (45) days, then OPPD shall prepare and submit to Fremont an invoice for OPPD's costs incurred in the preparation of the Phase 1 Estimate, Fremont shall pay the invoice within twenty-five (25) days of the date thereof, this Agreement shall terminate, and the Parties shall have no further

obligations under this Agreement. Within a reasonable time after receipt of a notice to proceed from Fremont, OPPD shall proceed with Phase 1 of the Project. OPPD shall submit invoices to Fremont for Fremont's share of the cost of Phase 1 of the Project, and Fremont shall pay OPPD's invoices as provided in Section 3 of this Agreement. OPPD shall give written notice to Fremont upon completion of Phase 1.

- 2.2 **Phase 2.** On or about the date of completion of Phase 1, OPPD shall submit to Fremont an estimate for the cost of and expected schedule to complete the Work for Phase 2 of the Project ("Phase 2 Estimate"). Within Forty-Five (45) days of OPPD's delivery of the Phase 2 Estimate, Fremont shall submit a written notice to OPPD to proceed with Phase 2. If Fremont does not submit its notice to proceed to OPPD within Forty-Five (45) days, then OPPD shall prepare and submit to Fremont an invoice for OPPD's costs incurred in connection with Phase 2, Fremont shall pay the invoice within twenty-five (25) days of the date thereof, the Agreement shall terminate, and the Parties shall have no further obligations under this Agreement. Within a reasonable time after receipt of a notice to proceed from Fremont, OPPD shall proceed with Phase 2 of the Project. OPPD shall submit invoices to Fremont for Fremont's share of the cost of Phase 2 of the Project, and Fremont shall pay OPPD's invoices as provided in Section 3 of this Agreement. OPPD shall give written notice to Fremont upon completion of Phase 2.
- 2.3 **Phase 3.** On or about the date of completion of Phase 2, OPPD shall submit to Fremont an estimate for the cost of and expected schedule to complete the Work for Phase 3 of the Project ("Phase 3 Estimate"). Within Forty-Five (45) days of OPPD's delivery of the Phase 3 Estimate, Fremont shall submit a written notice to OPPD to proceed with Phase 3. If Fremont does not submit its notice to proceed to OPPD within Forty-Five (45) days, then OPPD shall prepare and submit to Fremont an invoice for OPPD's costs incurred in connection with Phase 3, Fremont shall pay the invoice within twenty-five (25) days of the date thereof, the Agreement shall terminate, and the Parties shall have no further obligations under this Agreement. Within a reasonable time of receipt of a notice to proceed from Fremont, OPPD shall proceed with Phase 3 of the Project. OPPD shall submit invoices to Fremont for Fremont's share of the cost of Phase 3 of the Project, and Fremont shall pay OPPD's invoices as provided in Section 3 of this Agreement. OPPD shall give written notice to Fremont upon completion of Phase 3.
- 2.4 **Phase 4.** On or about the date of completion of Phase 3, OPPD shall submit to Fremont an estimate for the cost of and expected schedule to complete the Work for Phase 4 of the Project ("Phase 4 Estimate"). Within Forty-Five (45) days of OPPD's delivery of the Phase 4 Estimate, Fremont shall submit a written notice to OPPD to proceed with Phase 4. If Fremont does not submit its notice to proceed to OPPD within Forty-Five (45) days, then OPPD shall prepare and submit to Fremont an invoice for OPPD's costs incurred in connection with Phase 4, Fremont shall pay the invoice within twenty-five (25) days of the date thereof, the

Agreement shall terminate, and the Parties shall have no further obligations under this Agreement. Within a reasonable time after receipt of a notice to proceed from Fremont, OPPD shall proceed with Phase 4 of the Project. OPPD shall submit invoices to Fremont for Fremont's share of the cost of Phase 4 of the Project, and Fremont shall pay OPPD's invoices as provided in Section 3 of this Agreement. OPPD shall give written notice to Fremont upon completion of Phase 4.

3. **Cost Sharing and Payment**

3.1 **Cost Sharing.** Fremont shall reimburse OPPD for sixty percent (60%) of the actual costs incurred by OPPD for all phases of the Project ("Fremont Cost Share"). OPPD shall be responsible for forty percent (40%) of the actual costs incurred by OPPD for all phases of the Project ("OPPD Cost Share"). Fremont's Cost Share shall include one hundred percent (100%) of the actual costs incurred by OPPD to site, design and construct the New Substation and all Subtransmission Facilities needed to connect the New Substation to Fremont Substation B. The Fremont Cost Share and OPPD Cost Share are further described in Exhibit "C".

3.2 **Payment.** Once Fremont elects to proceed with any phase of the Project pursuant to Section 2, Fremont shall be responsible for the payment to OPPD of the Fremont Cost Share of all costs incurred by OPPD for such phase. For Phases 1 and 2, OPPD will submit invoices to Fremont on a monthly basis, and Fremont shall pay the invoices within thirty (30) days of the invoice date. Prior to the commencement of Work on Phases 3 and 4 of the Project, OPPD shall submit an invoice to Fremont for one-half of the estimated amount of the Fremont Cost Share for that phase and Fremont shall pay the invoice within thirty (30) days of its date. OPPD shall retain the funds paid in advance by Fremont for Phases 3 and 4 in a separate account ("Project Account") and shall transfer payment to OPPD from the Project Account as the Work is performed. During the course of Phases 3 and 4, OPPD shall submit invoices to Fremont on a periodic basis, no more frequently than monthly, for the remaining portion of the estimated Fremont Cost Share and to recover any additional costs incurred by OPPD in the performance of the Work that exceed the estimated costs for that phase. Fremont shall pay the invoices within thirty (30) days of the invoice date. If the amount is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the Prime Rate plus 200 basis points, or the maximum rate permitted by applicable law, whichever is less (the "Late Payment Rate"). If the due date occurs on a day that is not a business day, the Late Payment Rate shall begin to accrue on the next succeeding business day.

4. **Schedule.** OPPD will commence Work on the Project on or about July 1, 2014 and shall use reasonable efforts to complete the authorized Work in a timely

manner. The Parties estimate that the Project, if it proceeds through Phase 4, will be completed in 2019. OPPD will meet quarterly with Fremont at Fremont's request to provide a project overview for costs and schedule.

5. **Ownership and Maintenance of Facilities.** OPPD shall own the Transmission Line, Transmission Facilities, New Substation, Subtransmission Line, and Subtransmission Facilities up to the point of connection to Fremont Substation B. OPPD shall be responsible for the maintenance, repair and replacement of the Transmission Line, Transmission Facilities, New Substation, Subtransmission Line, and Subtransmission Facilities up to the point at which it connects to Fremont's Substation B.
6. **Transmission Reservation.** On or before December 31, 2018, Fremont shall establish with SPP a minimum 5 megawatt transmission capacity reservation with the source for the transmission reservation originating at a point of receipt in the OPPD transmission system acceptable to OPPD. Fremont agrees that OPPD will receive payments from SPP for the transmission service provided under this transmission reservation.
7. **Subcontractors.**
 - 7.1 OPPD may subcontract any portion of the Work to be performed under this Agreement to Subcontractors OPPD determines shall be awarded such Work. Any Subcontractor selected by OPPD shall possess the required licenses or permits, sufficient personnel and equipment and the necessary expertise to enable such Subcontractor to perform the Work. OPPD shall furnish Fremont with a complete list of all Subcontractors performing the Work.
 - 7.2 OPPD shall be primarily responsible for the payment of Subcontractors from payments received from Fremont and from OPPD's share of the Project costs.
 - 7.3 OPPD shall supervise and direct the Subcontractors, and Fremont shall not issue instructions to, or otherwise interfere with, the Subcontractors and shall not directly engage any other subcontractors for any portion of the Work. Fremont shall have the right to inspect the construction and installation of the Transmission Line, Transmission Facilities, Subtransmission Line, Subtransmission Facilities and New Substation at all reasonable times and upon reasonable prior notification to OPPD.
8. **Changes and Additions.** Fremont may request changes in the Work that are consistent with the terms and conditions of the Agreement, through the issuance of a Change Order. The payment to OPPD and schedule shall be equitably adjusted as a result of any such changes in the Work, as mutually agreed to by the Parties in writing. OPPD shall not be obligated to proceed with any Work included in the Change Order until all Work changes are mutually agreed to by the Parties, including any payment and schedule modifications.

9. **Performance of Work.**

- 9.1 OPPD shall perform the Work in a good and workmanlike manner consistent with the skill and care ordinarily provided for such Work in the same or similar locality under the same or similar circumstances.
- 9.2 OPPD shall obtain all permits, licenses or other approvals required for performance of the Work. Fremont shall be responsible for the payment of any costs incurred in securing such permits, licenses and approvals, subject to the cost sharing percentages described in Section 3 and Exhibit "C".
- 9.3 The Parties shall comply with all federal, state and local statutes, ordinances and regulations in the performance of the Work.

10. **Insurance.** During the term of this Agreement, each Party shall have adequate self-insurance or shall maintain policies of insurance as provided in Exhibit "D" hereto. Each Party agrees to provide the other Party with evidence of self-insurance and certificates of insurance for all policies upon request.

11. **Liability and Indemnification.**

- 11.1 Neither Party shall be liable to the other Party or to third parties for the acts or omissions of such other Party.
- 11.2 Neither Party shall be liable to the other Party or to any third parties for any interruption of service or loss of revenues, or any special, indirect, or consequential damages arising in any manner under this Agreement.
- 11.3 Each Party shall indemnify, assume the defense of (if requested) and hold harmless the other Party and its directors, officers, employees, representatives and agents from every claim, loss, damage, injury, expense (including attorney's fees), judgment and liability of every kind, nature and description arising from or caused by such indemnifying Party's negligence, recklessness or willful misconduct in connection with this Agreement.
- 11.4 Each Party shall give prompt notice of any such claim, loss, damage, injury, expense (including attorney's fees), judgment and liability of every kind, nature and description relating thereto in order to provide the indemnifying Party the earliest opportunity to defend against any actions or proceedings for Damages, but each Party agrees, however, that any failure to give such notice shall not be deemed a waiver, abrogation, or limitation of the indemnifying Party's obligation to defend, indemnify, and hold harmless except to the extent failure to give said notice causes any actual limitation of indemnifying Party's ability to assert defenses available to it

12. **Relationship.** The Parties expressly agree that this Agreement does not create a joint venture, partnership, employment or agency relationship. Neither Party has authority or shall hold itself out as having any authority to make a binding commitment for or on behalf of the other Party. Each Party is solely responsible for its own employees and agents, including the payment of compensation and provision of work-related benefits (including workers compensation) for such employees and agents.
13. **Force Majeure.** If a Party is prevented from performing any of its obligations hereunder (other than an obligation to pay money) due to any cause beyond such Party's control and which such Party could not have prevented or overcome by the exercise of due diligence ("Force Majeure Event"), such Party shall not be liable for breach of this Agreement with respect to the non-performance, provided that such Party gives prompt written notice to the other Party of the Force Majeure Event and exercises all reasonable efforts to eliminate the Force Majeure Event and resume performance of its obligations as soon as practicable.
14. **Termination.** This Agreement shall terminate upon the occurrence of any one of the following events, irrespective of the reason therefore: (i) as provided in Sections 2.1, 2.2, 2.3 or 2.4; (ii) a default by a Party that is not cured, or arrangements are not made for cure, within twenty-five (25) days of notice of default by the other Party; (iii) a Force Majeure Event occurs that cannot be reasonably remedied; (iv) SPP does not issue a Notice to Construct for the Transmission Line, Subtransmission Line, Subtransmission Facilities, New Substation and Transmission Facilities; or (v) the Parties mutually agree in writing. In the event of a termination that is not based on the fault of OPPD, Fremont shall compensate OPPD for reasonable and related costs incurred by OPPD prior to or in connection with the termination.
15. **Notices.** Notice of any kind required or permitted under this Construction Agreement shall be in writing. Notices shall be deemed given (i) when personally delivered, (ii) one (1) day after transmission by facsimile to the following notice address, or (iii) three (3) days after sending by certified mail (return receipt requested) or by nationally recognized courier service to the following notice address.
- To OPPD: Tim Nissen
Omaha Public Power District
444 South 16th Street
Omaha, NE 68102-2247
- With a Copy to: Fraser Stryker PC LLO
500 Energy Plaza
409 South 17th Street
Omaha, NE 68102-2663
Attention: Stephen M. Bruckner
Facsimile: (402) 341-8290

To Fremont: Derril Marshall
 Fremont Department of Utilities
 400 E. Military Ave.
 Fremont, NE 68026

A Party may designate a new notice address by proper notice to the other Party.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties with respect to the transactions contemplated hereby.
17. **Further Assurances.** Each Party shall cooperate with the other Party at any time and without further consideration to execute and deliver such other instruments, provide such materials and information, and take such other actions as such other Party may reasonably deem necessary to effect the transactions contemplated by and carry out the intent of this Agreement.
18. **Amendment and Waiver.** No amendment or waiver of this Agreement or any of the rights or obligations created herein shall be valid unless it is in writing and is executed by the Parties. Failure or delay in asserting any right or any breach of any of the terms and conditions of this Agreement shall not constitute a waiver.
19. **Severability.** The provisions of this Agreement are severable. If any provision is held invalid or unenforceable by any court of competent jurisdiction, it shall be reformed to carry out the Parties' intentions and the other provisions of this Agreement will remain in full force and effect. Any provision held invalid or unenforceable in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
20. **Assignment.** Except with respect to the hiring of Subcontractors by OPPD as contemplated by this Agreement, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party.
21. **Binding Effect.** This Agreement is binding upon and will inure to the benefit of and be binding upon each Party hereto and its respective successors and permitted assigns. Nothing in this Agreement is intended to confer upon any person other than the Parties hereto, and their respective successors and permitted assigns, any benefits of any nature whatsoever under or by reason of this Agreement.
22. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to any conflict of laws principles. The Parties consent to the exclusive jurisdiction of the District Court of Douglas County, Nebraska.

23. **Interpretation.** The attached exhibits shall be construed as an integral part of this Agreement. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form shall include the plural and vice versa. Where specific language is used to clarify by example a general statement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
24. **Confidentiality.** All confidential and/or proprietary information, materials and documentation received or observed pursuant to or in furtherance of this Agreement and all terms of this Agreement shall be kept confidential by the Parties from any third party or the public unless such Party obtains the prior written consent of the other Party or unless disclosure is required by law and such Party has notified the other Party prior to such compelled disclosure.
25. **Authority.** The undersigned signatories have full and legal authority to enter into this Agreement and the Parties have full and legal authority to consummate the transactions contemplated by this Agreement.
26. **Execution.** This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. This Agreement may be executed by facsimile or other electronic transmission, which shall be binding as though an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF FREMONT, NEBRASKA

By: _____
Name: Scott Getzschman
Title: Mayor

By: _____
Attest: Kimberly Volk
Name: City Clerk

OMAHA PUBLIC POWER DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A **TRANSMISSION FACILITY PROJECT MAP**

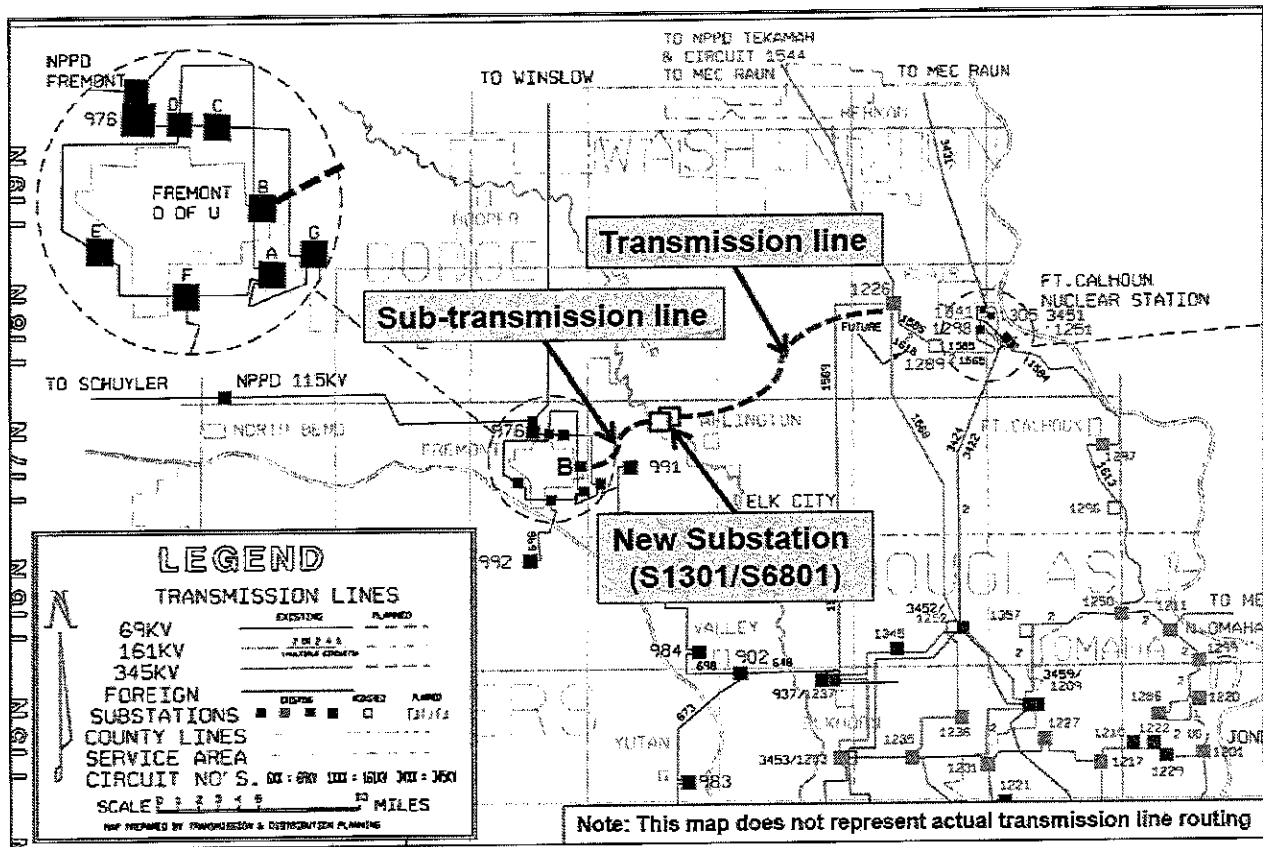


EXHIBIT B

ELECTRIC FACILITIES OVERVIEW

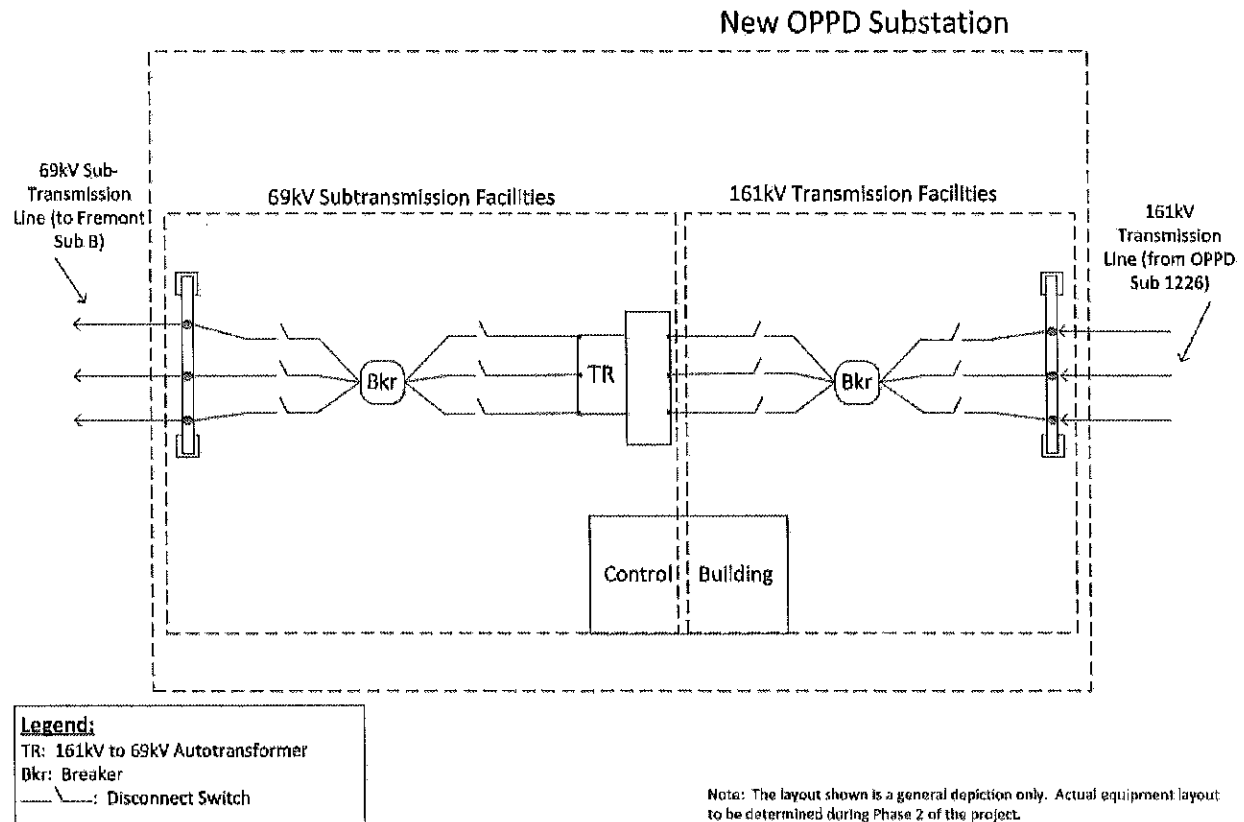


EXHIBIT C
CALCULATION OF COST SHARES

Total Cost of Project = Project Total

Project Total = 69kV Total + 161kV Total

69kV Total = Cost of New Substation + Cost of Subtransmission Line + Cost of Subtransmission Facilities

Fremont 69kV Share = 69kV Total

OPPD 69kV Share = 0

Fremont 161 kV Share = Project Total * 60% - 69kV Total

OPPD 161 kV Share = Project Total * 40%

Fremont Cost Share of the total cost of the Project will be 60%. OPPD Cost Share of the total cost of the Project will be 40%. None of the calculations shown above will change those percentages. The calculations shown above illustrate that the OPPD Cost Share for the Project costs are to cover the 161 kV Transmission Line and Transmission Facilities and as such are eligible for 1/3 reimbursement from Southwest Power Pool.

EXHIBIT D

INSURANCE REQUIREMENTS

1. **INSURANCE** – Both parties will obtain and maintain insurance as described below for the duration of the project.

- a. **Workers' Compensation and Employers' Liability Insurance -**

Both parties shall carry during the life of this Agreement, insurance to comply with the workers' compensation and employers' liability laws of the state of Nebraska or similar laws of any other state asserting jurisdiction over employees of the Contractor, or be self-insured as allowed by law and approved by both Parties, and shall further require all subcontractors of any tier to carry such insurance covering their employees. The amounts of this insurance shall be as follows:

Workers' Compensation - Statutory

Employers' Liability - \$500,000 each accident

- b. **Commercial General Liability Insurance -**

Both Parties shall carry during the life of this Agreement commercial general liability insurance on the comprehensive form of policy to cover bodily injury and property damage claims resulting from their operations and the operations of their subcontractors of any tier in the performance of the work under this Agreement. This insurance shall cover all Contractor operations connected in any way with the work including collapse and underground hazards, products completed asbestos abatement average, operations hazards, broad form property damage, independent Contractors, and contractual liability assumed under the indemnity clause of this Agreement.

The minimum amount of this insurance shall be as follows:

Bodily Injury - \$1,000,000 per person
\$5,000,000 each occurrence

Property Damage - \$1,000,000 per person
\$5,000,000 each occurrence

OR in the alternative - \$5,000,000 Combined Single Limit each occurrence

c. **Automobile Liability Insurance -**

Both Parties shall carry during the life of this Agreement automobile liability insurance covering all owned, hired, and non-owned motor vehicles used in any capacity in the performance of the Work under the Agreement Documents and shall further require all subcontractors of any tier to carry such insurance.

The minimum amounts of this insurance shall be as follows:

\$1,000,000 Combined Single Limit each occurrence

d. **Professional Liability Errors and Omissions Insurance -**

Both parties shall carry during the life of this Agreement and for three (3) years following, insurance covering all professionals engaged in the completion of the project, or be self-insured as allowed by law and approved by both parties, and shall further require all subcontractors of any tier to carry such insurance covering their employees. The amounts of this insurance shall be as follows:

\$2,000,000 Combined Single Limit each occurrence

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: JUNE 5, 2014

SUBJECT: BOARD OF PUBLIC WORKS

Recommendation: Move to approve the recommendation of the Mayor to appoint one member to the Board of
Public Works for a five year term ending June 2019

Background: The Mayor will provide the name at the Council meeting.

#23

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: JUNE 5, 2014

SUBJECT: BOARD OF PUBLIC WORKS

Recommendation: Move to approve the recommendation of the Mayor to appoint a chairman to the Board of
Public Works

Background: The Mayor will provide a name at the Council meeting.

#24

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kim Volk, City Clerk/Treasurer

DATE: June 6, 2014

SUBJECT: Economic Development Plan Ordinance

Recommendation: 1. Move to introduce Ordinance 2. Hold first reading 3. Move to suspend rules and place on final reading 4. Vote on Ordinance

Background: The voters of Fremont approved the Economic Development Plan as submitted by Greater Fremont Development Council at the primary election held May 13, 2014. The City Council certified those results at the City Council meeting of May 27, 2014. The Plan needs to be adopted by Ordinance in order for it to be effective.

Fiscal Impact:

#25

ORDINANCE NO. _____

AN ORDINANCE CONTINUING THE ECONOMIC DEVELOPMENT PROGRAM FOR THE CITY OF FREMONT, NEBRASKA; ADOPTING A NEW ECONOMIC DEVELOPMENT PLAN AS SUBMITTED BY GREATER FREMONT DEVELOPMENT COUNCIL ESTABLISHING THE TERMS AND CONDITIONS THEREOF; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND, TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, Section 18-2701, and following of the Nebraska Revised Statutes known as the Local Option Municipal Economic Development Act, pass and approved by the Nebraska State Legislature, provides that before adopting an Economic Development Plan, a City shall submit the question of its adoption to the registered voters at an election; and,

WHEREAS, the question as to whether the City of Fremont, Nebraska, should approve an Economic Development Plan as submitted by the Greater Fremont Development Council was submitted to said voters on May 13, 2014, pursuant to the terms and conditions of Resolution No. 2014-037 of the City of Fremont; and,

WHEREAS, the proposed Economic Development Plan was approved by the registered voters of the City at such election by a vote of 2987 in favor and 1797 against the approval of the Economic Development Plan.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA as follows:

SECTION I. The following Economic Development Plan as submitted by the Greater Fremont Development Council and approved by the voters of the City of Fremont be adopted and incorporated as an Ordinance for the City of Fremont, Nebraska.

June 1, 2014-June 1, 2029

OVERVIEW

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many towns have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipality's greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller towns and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller

communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the isolation of small towns. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

ECONOMIC DEVELOPMENT STRATEGY

The City of Fremont's economic development strategy involves building on our strengths to promote the expansion of existing industries and the accompanying creation and retention of jobs and to recruit new industries and new jobs to the community. The principal strategy is directed at maintaining a good quality of life, building a strong workforce, developing community resources, attracting new capital investment, broadening the community's tax base and ensuring economic stability and viability for the City of Fremont.

Economic diversification will continue to be a critical priority for the City of Fremont. Diversification will be strengthened by the recruitment of new business from outside and development of new or expanded businesses from inside the city. An economic development plan can establish the city as a nurturing environment for small and large businesses alike and provide economic opportunity. This atmosphere, in turn, will encourage people with skills and ideas to move or return to Fremont to live and do business.

In addition to recruitment, Fremont can create job opportunities by helping existing businesses in the city to expand their markets and compete more successfully. The successful marketing of Fremont as a center for opportunity is important to Fremont's effort to expand its labor force and attract new residents.

The City of Fremont recognizes that the attraction of new business and industry to a community, or the expansion of existing business or industry, takes place in a very competitive market place. In order to keep Fremont as competitive as possible in that market place, the community will strive to use financial and human resources available in a partnership with federal, state, municipal and private sources.

STATEMENT OF PURPOSE, GENERAL INTENT AND GOALS

It is the intent of the City of Fremont to continue to have an Economic Development Plan, the purpose and goals which will be:

- To create new jobs ;
- To expand the labor market;
- To retain existing jobs;
- To attract new capital investment ;
- To broaden the tax base; and
- To provide economic diversification to ensure economic stability and vitality for the City of Fremont and surrounding areas.

The success of the plan will be measured by number businesses/agencies that have successfully accessed the plan, number of jobs created and retained for the length of the plan, the total dollars of capital investment in the community, and finally the growth in total valuation of the City. Each project will be based on its own merits, but priority will be given to jobs created and/or retained at or above the average wages and benefits for the community. The plan will be consistent with other comprehensive development and redevelopment plans for the City.

ELIGIBLE ACTIVITIES

Eligible activities under the Economic Development Plan may include, but shall not be limited to the following.

1. Direct loans or grants to qualifying businesses for fixed assets or working capital or both;
2. Loan guarantees for qualifying business;
3. Grants for public works improvements which are essential to the location or expansion of, or the provision of new services by, a qualifying business;
4. Grants or loans for job training;
5. The purchase of real estate, options for such purchases, and the renewal or extension of such options;
6. Relocation incentives for new residents;
7. The issuance of bonds as provided for in the Local Option Municipal Economic Development Act;
8. Payments for salaries and support of city staff to implement the economic development plan or the contracting of such to an outside entity.
9. May also include grants, loans, or funds for rural infrastructure development as defined in Neb. Rev. Stat. §66-2102.
10. Tourism related activities.
11. Skilled workforce recruitment initiatives.
12. The authority granted under §18-2710.01 R.R.S. Neb., involving the making of grants or loans for the construction rehabilitation for sale or lease of housing for persons of low or moderate income.
13. The eligible activities described above are considered priority activities for the use of funds generated under the Local Option Municipal Economic Development Act. The City of Fremont recognizes that the attraction of new businesses to a community or the expansion of existing businesses takes place in a very competitive market place. In order to keep Fremont as competitive as possible in that market place, and in the creation of new jobs in the area, the City retains the right to include as eligible activities those additional activities allowable by law under the Local Option Municipal Economic Development Act.
14. The Local Option Municipal Economic Development Act has been changed in several Legislative sessions since it was signed into law on June 3, 1991. It is reasonable to assume the law will change during the course of Fremont's Economic Development Plan. In order to stay current with Nebraska Statutes, the City of Fremont retains the right to amend this Economic Development Plan when such amendment pertains to changes made to the Local Option Municipal Economic Development Act or to other statutes that affect Fremont's Plan. Therefore this plan is written with the intent that future changes to the Act which are beneficial to the City and citizens of Fremont are expressly included in this plan.

TYPES OF BUSINESSES THAT WILL BE ELIGIBLE

A qualifying business shall mean any corporation, partnership, limited liability company, or sole proprietorship which derives its principal source of income from any of the following:

1. The manufacture of articles of commerce.
2. The conduct of research and development.
3. The processing, storage, transport or sale of goods or commodities which are sold or traded in interstate commerce.
4. The sale of services in interstate commerce.
5. Headquarter facilities relating to eligible activities as listed in this section;
6. Telecommunications activities, including services providing advanced telecommunications capability;
7. Tourism related activities, or the production of films, including feature, independent, and documentary films, commercials, and television programs.
8. A business that derives its principal source of income from the rehabilitation of housing.
9. A business that derives its principal source of income from retail trade, except that no more than forty percent of the total revenue generated pursuant to the Local Option Municipal Economic Development Act for an economic development plan in any twelve-month period and no more than twenty percent of the total revenue generated pursuant to the act for an economic development plan in any five-year period, commencing from the date of municipal approval of an economic development plan, shall be used by the city for or devoted to the use of retail trade businesses. For purposes of this subdivision, retail trade means a business which is principally engaged in the sale of goods or commodities to ultimate consumers for their own use or consumption and not for resale. In order for retail business to be considered for LB840 money, the project must give significant increase to taxes received by City; and
10. Any other business deemed as a qualifying business in the Local Option Municipal Economic Development Act or through future action of the Nebraska legislature.

If a business which would otherwise be a qualifying business employs people and carries on activities in more than one city in Nebraska or will do so at any time during the first year following its application for participation in an economic development plan, it shall be a qualifying business only if, in each such city, it maintains employment for the first two years following the date on which such business begins operations in the city as a participant in its economic development plan at a level not less than its average employment in such city over the twelve-month period preceding participation.

A qualifying business need not be located within the territorial boundaries of the city from which it is or will be receiving financial assistance.

BUDGET

Following the adoption of an ordinance establishing an economic development plan, the amount to be expended on the plan for the ensuing biennial period shall be fixed at the time of making the biennial budget required by law and shall be included in the budget

PROPOSED SOURCE OF FUNDING

The source of public funds for Fremont's Economic Development Plan will be one-third (1/3rd) of the proceeds from an existing ½ cent Fremont city sales and use tax adopted in 1999, renewed in 2004, and reviewed again in 2014, with a maximum amount to be appropriated in each year for the Economic Development Plan not to exceed those allowed by state statute. These public funds will be placed into the Economic Development Restricted Trust Fund.

Any proceeds from the issuance of bonds to provide funds to carry out this Economic Development Plan and any proceeds from land or building sales associated with this Economic Development Plan shall be deposited in this fund. The City of Fremont shall not transfer or remove funds other than for the specific uses outlined in this plan during the life of this plan.

The restrictions on the appropriation of funds from local sources of revenue shall not apply to the re-appropriation of funds, which were appropriated but not expended during the previous fiscal years.

TIME PERIOD FOR COLLECTION OF FUNDS

The Plan tax collection will be in effect from June 1, 2014, to December 31, 2024, an approximate ten (10) year period. The City of Fremont's Economic Development Plan will be in effect for a fifteen (15) year period. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Plan during the life of this plan.

Estimated collections for the plan from local sources will be one third (1/3) of the one half (.50%) Local Option Sales Tax (LOST) per year.

Preliminary Biennial Budget

Annual Estimated Funds Collected	1/3 of the ½% Local Option Sales Tax Collected
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Expenditures

Eligible activities allowed by Plan	1/3 of the ½% Local Option Sales Tax Collected
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BOND AUTHORITY

Fremont may have a business opportunity or other economic development project that requires initial funds that exceed the single year proceeds of the local option sales tax. In order to take advantage of such an opportunity, Fremont should have the ability to issue debt per state statute. Future sales tax receipts then retire the debt. The City Council may authorize the issuance of bonds to carry out the economic development plan following a public hearing.

PROCESS

The City of Fremont will be responsible for administration of the Plan. References to Plan Administration in this document will refer to the City of Fremont, unless the city council subsequently appoints an outside third party administrator.

There shall be created for the review process an economic development team consisting of two (2) City of Fremont elected or appointed officials (selected annually by the mayor and approved by City Council), two (2) Greater Fremont Development Council representatives (recommended by the GFDC and selected annually by the Mayor), and three at-large members, appointed annually by the mayor and subject to approval of Council. For the first year, only, one (1) member from the City of Fremont

elected or appointed officials, one (1) Greater Fremont Development Council representative, and (1) at-large member shall be selected by the mayor and approved by City Council to be appointed for a one (1) year term, and the remaining members of the economic development team will be selected for a two (2) year term. One (1) member from the City of Fremont, one (1) representative from Greater Fremont Development Council, and two (2) at large members shall be selected annually by the Mayor and approved by Council, so that terms are staggered. Any member with conflict of interest shall not review any application wherein there appears to be any direct conflict of interest.

Phase 1

Phase 1 determines the potential of financing for proposed project or activity.

To be considered for direct financial assistance under this plan, an applicant must provide at a minimum the following.

1. A detailed description of the proposed project.
2. A business plan, including employment and financial projections, current and past financial statements and financial records as needed to perform due diligence as well as financing requirements for the project, and total project costs.
3. A list of key management employees and their skills and experience related to the project.
4. A completed City of Fremont Local Option Municipal Economic Development Plan Application for Financial Assistance.

Additional information, as necessary to determine the eligibility and economic viability of the proposed project(s), may be requested by the Plan Administrator and/or by the City.

Phase 2

Phase 2 is the review portion of the process.

Upon completion of the application and submittal of the application to the Plan Administrator, the Plan Administrator will review applications and requests for financial assistance in the order in which the Plan Administrator receives them. The plan/project will be submitted to the Economic Development Team for review and recommendations. The Economic Development Team will review each application and decide whether to recommend to City Council for approval based on project feasibility and the potential future economic benefit to the community of Fremont as determined by review of the applicant's business plan and other requested information. If the Economic Development Team does not recommend the application, the business can decide to revise the plan and resubmit to the Economic Development Team for a second review or elect to present the existing plan to the City Council without a favorable recommendation from the Economic Development Team.

Review by the Citizen Advisory Review Committee.

The Plan Administrator will be responsible for verification of information in the applications from those eligible businesses, which receive a recommendation for financial assistance before recommendation is made to the City Council.

Phase 3

After review the application will be submitted with recommendations to the City Council for its review and final decision.

The Council will consider the overall benefits to the community. Then the Council will strive to provide the Plan Administrator a decision that fits within the time frame suitable to meet the business requirements of the applicants. Once approved, the Plan Administrator will take the necessary actions to execute the agreements made.

ADMINISTRATION OF ECONOMIC DEVELOPMENT PLAN

1. Plan Administrator:

- Assists Applicants and conducts active recruiting for potential applicants.
- Will be responsible for the day-to-day activities of administering the plan.
- Develops the application form and procedures to encourage participation from eligible activities.
- Responds to all inquiries in a timely manner.
- Reviews and analyzes confidential financial information to make an educated evaluation of the viability of the project to the economic development team and the City Council.
- Ensures applications are processed, reviewed and brought before the City Council in a timely manner.
- Provides someone to serve as an ex-officio, non-voting member of the Citizen Advisory Review Committee who will provide that committee with necessary advice and information
- Tracks participating businesses' employment figures for two years if said business employ persons in other Nebraska communities.
- Provides a report to City Council and the general public on the activity of the plan on a quarterly basis.

2. Citizen Advisory Review Committee:

- The Citizens Advisory Review Committee will meet regularly as required to review the plan and any applications referred by the Council, and will report to the City Council in a timely manner on its findings and suggestions at a public hearing called for that purpose.

By State Statute, this committee is comprised as such:

- A group of citizens who are registered voters of the City, appointed by the Mayor and subject to approval of the City Council, who will review the functioning and progress of the economic development plan and advise the City Council with regard to the plan.

- Committee organization will consist of:

*Not less than five nor more than ten members.

- *At least one individual with expertise or experience in the field of business, finance or accounting.
- *A City Official or Employee responsible for the administration of the economic development plan who will serve as an Ex-Officio Member.
- *The ordinance shall designate one municipal official or employee (designated by title) to administer the economic development plan and serve as an ex officio Committee member. The designated individual also will be responsible for providing the committee with necessary information and advice on the economic development plan (Neb. Rev. Stat. §18-2715)

-No member of the committee shall be an elected or appointed city official, an employee of the City, a participant in a decision making position regarding expenditures of plan funds, or an official or employee of any qualifying business receiving financial assistance under the economic development plan or of any financial institution participating directly in the economic development plan.

3. City Council:

- Will have final authority on expenditure of funds in support of the economic development plan.
- Will select a Plan Administrator and approve the membership of the Citizens Advisory Committee.
- Will have ultimate responsibility for the economic development plan.

4. Loan Plan Administrator (if loan plan exists)

If the economic development plan involves the establishment of a loan fund, the governing body of the city shall designate an appropriate individual to assume primary responsibility for loan servicing and shall provide such other assistance or additional personnel as may be required. The individual may be an employee of the city, or the city may contract with an appropriate business or financial institution for loan servicing functions.

The governing body of the city shall be provided with

- a. An account of the status of each loan outstanding,
- b. Plan income and current investments of unexpended funds on a monthly basis. Plan income shall mean payments of principal and interest on loans made from the loan fund and the interest earned on these funds.

Records kept on such accounts and reports made to the governing body of the city shall include, but not be limited to, the following information:

- a. The name of the borrower;
- b. The purpose of the loan;
- c.
- d. The date the loan was made;
- e. The amount of the loan;
- f. The terms of the loan, including the interest rate, the maturity date, and the frequency of payments; and

g. The payments made to date and the current balance due.

The individual responsible for loan servicing shall monitor the status of each loan and, with the cooperation of the governing body of the city and the primary lender or lenders, take appropriate action when a loan becomes delinquent.

The governing body shall establish standards in writing for the determination of loan delinquency, when a loan shall be declared to be in default, and what action shall be taken to deal with the default to protect the interests of the qualifying business, third parties, and the city.

The governing body shall establish a process to provide for consultation, agreement, and joint action between the city and the primary lender or lenders in pursuing appropriate remedies following the default of a qualifying business in order to collect amounts owed under the loan.

PROCESS TO ENSURE CONFIDENTIALITY OF BUSINESS INFORMATION RECEIVED:

In the process of gathering information about a qualifying business, the City or covered entity may receive information about the business, which is confidential and, if released, could cause harm to the business or give unfair advantage to its competitors. State law authorizes cities and other public entities to maintain the confidentiality of business records, which come into their possession.

To protect the business applying for funds and to encourage them to make full and frank disclosure of business information relevant to their application, the City of Fremont will take such steps as may be necessary to ensure the confidentiality of the information it receives, pursuant to Neb. Rev. Stat. §18-2715 (4) and §84-712.05.

1. The adoption of an ordinance which makes such information confidential and punishes disclosure;
2. A restriction on the number of people with access to the files with the Plan Administrator primarily responsible for their safe-keeping, and
3. A requirement that personnel involved in the plan sign statements of confidentiality regarding all personal and private submittals by qualified businesses.
4. Sensitive financial records are to be kept confidential by the Plan Administrator and analyzed by the Plan Administrator or an agreed upon third party, not to be shared with the economic development team or the City Council without the explicit consent of the company and/or individuals.

PURCHASE OF REAL ESTATE OR OPTION TO PURCHASE

If and when real estate is to be purchased or optioned by the City under the Plan, it should meet the following general criteria:

1. The property shall be properly zoned without any excessive easements, covenants or other encumbrances.
2. The property should conform or be able to be re-zoned to comply with the City and/or County's Comprehensive Plan.

3. Selection of sites shall be based upon sound economic development location criteria or specifications for special projects.
4. Can be located either within or outside of the City limits.
5. All purchases and options for purchase shall be approved by the City Council.
6. The proceeds from the future sale of such land would be returned to the City's Economic Development Fund for reuse for activities eligible in the Plan.

INVESTMENT OF ECONOMIC DEVELOPMENT FUNDS

The City will establish a separate Economic Development Fund.

1. All funds derived from local fund sources of revenue for the Economic Development Plan, any earnings from the investment of such funds, any loan payments, any proceeds from the sale by the City of assets purchased by the City under its Economic Development Plan, or any other money received by the City by reason of the Economic Development Plan, shall be deposited into the Economic Development Fund.
2. No money in the Economic Development Fund shall be deposited in the General Fund of the City except as provided by statute.
3. The City shall not transfer or remove funds from the Economic Development Fund other than for purposes prescribed in the Act and this plan.
4. The money from the Economic Development Fund shall not be commingled with any other City funds.

APPROPRIATION OF ECONOMIC DEVELOPMENT FUNDS

(1). The City shall not appropriate from funds derived directly from local sources of revenue for all approved economic development plans, in each year during which such plans are in existence, an amount in excess of four-tenths of one percent of the taxable valuation of the city in the year in which the funds are collected.

(2). Notwithstanding the provisions of subsections (1) and (3) of this section, the City shall not appropriate from funds derived directly from local sources of revenue more than four million dollars for all approved economic development plans in any one year.

(3). Notwithstanding the provisions of subsections (1) and (2) of this section, the City shall not appropriate from funds derived directly from local sources of revenue an amount for an economic development plan in excess of the total amount approved by the voters at the election or elections in which the economic development plan was submitted or amended.

(4). The restrictions on the appropriation of funds from local sources of revenue as set out in subsections (1) through (3) of this section shall apply only to the appropriation of funds derived directly from local sources of revenue. Sales tax collections in excess of the amount which may be appropriated as a result of the restrictions set out in such subsections shall be deposited in the city's economic development fund and invested as provided for in Neb. Rev. Stat. §18-2718. Any funds in

the city's economic development fund not otherwise restricted from appropriation by reason of the city's ordinance governing the economic development plan or this section may be appropriated and spent for the purposes of the economic development plan in any amount and at any time at the discretion of the governing body of the city subject only to Neb. Rev. Stat. §18-2716

(5). The restrictions on the appropriation of funds from local sources of revenue shall not apply to the re-appropriation of funds which were appropriated but not expended during previous fiscal years.

(6). Any money in the Economic Development Fund not currently required or committed for the purposes of Economic Development shall be invested as provided in Neb. Rev. Stat. §77-2341.

(7). In the event that the Economic Development Plan is terminated, any funds remaining will be transferred as provided by statute to the General fund of the City and will be used on an installment basis to reduce the property tax levy of the City as provided by the Act.

(8). If there is a conflict between this plan and State Statute, the State Statute will control.

SECTION II. All Ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION III. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kim Volk, City Clerk/Treasurer

DATE: June 5, 2014

SUBJECT: Fremont Municipal Code Chapter 12 Economic Development

Recommendation: 1. Move to introduce Ordinance 2. Hold first reading 3. Move to suspend the rules and place on final reading 4. Vote on Ordinance

Background: The voters of Fremont approved the continuation of the 1/2 cent sales tax and the GFDC Economic Development Plan at the May primary election. Previously, the City's Economic Development Plan had been written as a chapter in the Municipal Code as Chapter 12. The new plan adopted in May 2014 will replace the verbiage of Chapter 12. As part of the ongoing effort to streamline the Municipal Code, I am recommending the current Chapter Twelve titled Economic Development be converted to the Park, Recreation and Cemetery chapter.

During the upcoming months, the Park, Recreation and Cemetery chapter will be updated and brought back to the Council for approval.

It is not necessary to have the Economic Development Plan in the Municipal Code. The plan was adopted by an Ordinance that did not state it would be in the Code. The Ordinance (and thus the plan) stands on its own.

Fiscal Impact: None

#26

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING AND REORGANIZING CHAPTER TWELVE OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139, TITLED ECONOMIC DEVELOPMENT; TO REPEAL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. That the entire Chapter Twelve, titled Economic Development, of the Fremont Municipal Code be repealed and replaced with the following and titled Chapter 12, Park, Recreation and Cemetery:

§12-101. PARKS AND RECREATION DEPARTMENT; OPERATION AND FUNDING. The City owns and operates the City Parks and other recreational areas through the Director of Parks and Recreation and the Parks and Recreation Department. The Parks and Recreation Department is also authorized to supervise and manage the Ridge Cemetery and the City Auditorium, and to regulate and direct the planting and cultivation of trees, shrubs, and vines on all streets, avenues and parkways in the City. The City Council, for the purpose of defraying the cost of the care, management, and maintenance of the Parks and Recreation Department may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the corporate limits that is subject to taxation. The revenue from said tax shall be known as the Park Fund and shall remain in the custody of the Director of Finance. The Department shall recommend to the City Council rules and regulations for the efficient management of the City Parks and other recreational areas of the City. The Department shall not enter into a contract of any nature which involves an expenditure of funds, except for ordinary operating expenses, unless the contract has been approved by resolution of the majority of the members of the City Council prior to the contractual agreement.

§12-102 PARKS AND RECREATION DEPARTMENT; DAMAGE DEPOSITS AND RENTAL FEE FOR EVENTS. Each applicant for the use of park areas or facilities for events or activities shall deposit with the Parks and Recreation Department a sum to be determined by the Board of Park and Recreation Commissioners as a rental fee and damage deposit, such damage deposit to be returned to the applicant, less any deductions for damages and/or cleaning, after the event and inspection of the facility by the Director of the Park and Recreation Department or his or her designated representative. (Ref 18-5.1, Code 1972) (Amended by Ord. No. 4096, 9/14/04)

§12-103 PARKS AND RECREATION DEPARTMENT; PARKING AND DRIVING, PENALTY. It shall be unlawful for any person other than authorized governmental and service personnel in the performance of their duties to park or drive a motor vehicle on lawns, fields or any other place other than upon roadways and parking areas clearly constructed and established for such purposes within the parks of Fremont. Any person violating this section shall be deemed guilty of a misdemeanor.

§12-104 PARKS AND RECREATION DEPARTMENT; CURFEW: PENALTY. All public parks of the City of Fremont shall be closed to the public between the hours of 11:00 p.m. at night and 6:00 a.m. the following morning. No person or persons shall be permitted inside parks either on foot or on in any type of vehicle during said hours unless for the specific purpose of traveling directly through the park using a public street or sidewalk which passes through said park. This shall not apply to a person or persons who are in the park in conformity with a function or activity for which a permit has previously been authorized or scheduled by the Parks and Recreation Department or the Mayor and City Council. When

in the matter of public interest, the Chief of Police or his representative, may order any park closed for a period of time as may be deemed necessary for the safety and good order of the City. Any person violation this section shall be deemed guilty of a misdemeanor.

§12-105 BOARD OF PARKS AND RECREATION COMMISSIONERS. The Mayor and City Council shall appoint the Board of Parks and Recreation Commissioners. The Board shall be composed of six (6) members who shall be resident freeholders of the City. They shall be appointed for a three (3) year term by the Mayor and Council at their first meeting in January each year. It shall be the duty of the Mayor and Council to appoint or reappoint one-third of the Board each year for a term of three years. Each member shall serve until his successor is appointed and qualified. A vacancy occurring on such Board by death, resignation or disqualification of a member shall be filled for the remainder of such term at the next regular meeting of the City Council. The Mayor shall be an Ex-officio member of the Board and may vote when his vote would be decisive on any matter. The Board shall serve without compensation. Before entering upon his duties each member of the Board shall take an oath, to be filed with the City Clerk, that he or she will faithfully perform the duties of their office and will not in any manner be actuated or influenced therein by personal or political motives. At the time of the first meeting in February of each year, the Board shall organize by selecting from their number a chairperson. The Director of the Parks and Recreation Department or his designee shall act as ex-officio secretary. It shall be the duty of the secretary to keep the minutes and records of all meetings, and to timely file the same with the City Clerk as public records. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any two (2) of the Board members. It shall be the duty of the Board of Park and Recreation Commissioners to recommend rules and regulations for the proper care and maintenance of City parks, Ridge Cemetery and for the proper conduct of the recreational programs and activities of the City. Such Board shall have charge, direction and control of all parks, Ridge Cemetery and recreational facilities of the City including the approval of locations for and authorization of permits for all activities in the park system. The Board shall submit an annual written report to the Mayor and Council of its acts and doings.

(2) Notwithstanding any other ordinance of the City, the Board of Parks and Recreation Commissioners shall have the right and authority to determine the use, the conduct of and the form of operation of parks, Ridge Cemetery and recreational facilities of the City in every manner and kind whatsoever. Further, the Board is authorized to regulate the cultivation and planting of trees, shrubs, and vines on all streets, avenues and parkways of the City. All employees of the City doing work in or for the City parks shall be under the supervision and direction of the Parks and Recreation Director. The Parks and Recreation Director shall be accountable to the Board, but will work under the supervision of the City Administrator. All actions of the Board shall be subject to the review and control of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Park and Recreation Commissioners while serving a term of office as a member of the City Council.

§12-106 BOARD OF FORESTRY EXAMINERS. There shall be a Board of Forestry Examiners which shall consist of the Director of Parks and Recreation, who shall act as secretary and official correspondent; and two (2) other members, one (1) of whom should be employed in the business of forestry or related fields.

Appointments to this Board, other than the Director of Parks and Recreation shall be by the Mayor and shall be for terms of two (2) years until their successors are appointed and qualified. This Board shall serve without pay. The Board of Forestry examiners shall meet upon call of the chairman. A majority of the Board shall constitute a quorum for the transaction of business, and a majority vote of the whole

Board shall be necessary to transact any business. The secretary of the Board shall keep minutes of all meetings. The Board shall make such reasonable rules as are necessary for the conduct of its business and to ascertain the fitness of applicants to receive forester's certificates. The Board may issue certificates and may require a re-examination of the holder of any certificate, from time to time, in order to ascertain the continued fitness of the holder thereof, and his right to retain such certificate.

§12-107 MUNICIPAL CEMETERY; OPERATION AND FUNDING. The City owns and manages the Municipal Cemetery through the Parks and Recreation Department and Cemetery Sexton. The City Council, for the purpose of defraying the cost of the care, management, maintenance, and beautification of the Cemetery may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Cemetery Fund and shall include all gifts, grants, deeds of conveyance, bequests, money, stocks, bonds, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the Cemetery. The Cemetery Fund shall at all times be in the custody of the Director of Finance. The Director of Parks and Recreation and the Sexton shall have the power and authority to hire and supervise such employees as they may deem necessary. The Fremont Parks and Recreation Board shall have the authority to pass such rules and regulations for the operation of the Cemetery as may be proper for its efficient operation. All actions by the Ridge Cemetery Association, Inc., Fremont Parks and Recreation Board, Director and Sexton shall be under the supervision and control of the City Council.

§12-108 MUNICIPAL CEMETERY; SEXTON. The City Council shall have the authority to appoint a Sexton who shall perform such duties and make such reports as the City Council shall direct. It shall be the duty of the Sexton, upon receiving a notice of burial, to locate burial space and to dig and excavate, or cause the same to be dug or excavated, in compliance with the rules and regulations of the Cemetery.

§12-109 MUNICIPAL CEMETERY; CONVEYANCE OF LOTS. The City Council may convey cemetery lots by Certificate signed by the Mayor, and countersigned by the City Clerk under the Municipal Seal specifying that the person to whom the same is issued is the owner of the lot described therein by number for the purpose of interment. The said Certificate shall give a right in fee simple to the proprietor, his heirs, and assigns. The Certificate shall then be recorded in the office of the County Clerk.

§12-110 MUNICIPAL CEMETERY; BURIAL REQUIREMENTS. The interment of any body shall be performed under the direct supervision of a licensed funeral director. The applicant shall also supply a burial record containing the name, date of birth, date of death, and place of death of the deceased person for the records of the City at the time of burial. In the case of burial cremains, no licensed funeral director is required but burial records must be furnished. In the event that the removal of the body of any deceased person is requested, the City shall not proceed with such work until the applicant shall have first complied with the laws of the State of Nebraska with respect to such disinterment.

§12-111 MUNICIPAL CEMETERY; SHRUBS, TREES, AND FLOWERS. It shall be unlawful, without the written permission of the Sexton, to plant, maintain, or suffer to remain on any Cemetery lot a shrub, tree or flower.

§12-112 MUNICIPAL CEMETERY; MONUMENTS. Persons desiring to erect monuments, tombstones, or other structures shall first obtain written permission from the Sexton and conform to the Cemetery rules as adopted by the Parks and Recreation Department.

§12-113 MUNICIPAL CEMETERY; GRAVE DEPTH. Graves shall not be less than five (5') feet

deep. Nothing herein shall be construed to prohibit the use of mausoleums or other recognized methods of interring deceased persons if such a burial procedure is approved by the Parks Department.

§12-114 MUNICIPAL CEMETERY; DESTRUCTION OF PROPERTY. Any person who shall willfully destroy, mutilate, deface, injure, or remove any tomb, monument, or gravestone placed in the Cemetery, or any fence, railing, or other work for the protection or ornamentation of the Cemetery, or who shall willfully destroy, cut, break, or injure any tree, shrub, or plant shall be deemed to be guilty of a misdemeanor.

§12-115 MUNICIPAL CEMETERY; PAYMENT FOR CEMETERY SERVICES. All persons desiring to use the facilities of the cemetery shall have first made a prepayment for the use of the facilities.

SECTION II. The original Chapter Twelve of the Municipal Code of the City of Fremont, Nebraska, Ordinance No. 3139, and any other ordinances or parts of ordinances of the City of Fremont in conflict herewith are hereby repealed.

SECTION III. That this ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: June 5, 2014

SUBJECT: Fremont Municipal Code Chapter 3

Recommendation: 1. Move to introduce Ordinance 2. Hold first reading 3. Move to suspend the rules and place on final reading 4. Vote on Ordinance

Background: Last year the Council passed Ordinances reorganizing Chapters 1 and 2 of the Fremont Municipal Code. With that reorganization, verbiage relating to departments of the City (i.e. Parks, Library, etc) were temporarily placed in Chapter 3 of the Fremont Municipal Code until they could be moved into their own chapter.

The previous Council item recommended moving the Park, Recreation and Cemetery to Chapter 12. With this action, Chapter 3 needs to be updated to remove the Park, Recreation and Cemetery language. The proposed Ordinance does that.

#27

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER THREE OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139, TITLED DEPARTMENTS; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. Sections 3-601 thru 3-606 of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is here by repealed.

SECTION II. Sections 3-801 thru 3-809 of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is here by repealed.

SECTION III. The original Sections of 3-601; 3-602; 3-603; 3-604; 3-605; 3-606; 3-801; 3-802; 3-803; 3-804; 3-805; 3-806; 3-807; 3-808; 3-809 of the Municipal Code of the City of Fremont, Nebraska, Ordinance No. 3139, and any other ordinances or parts of ordinances of the City of Fremont in conflict herewith are hereby repealed.

SECTION III. That this ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works

DATE: June 5, 2014

SUBJECT: Resolution adopting the closure of the Railroad Crossing at First Street between Luther and Johnson Road.

Recommendation: Approve Resolution

Background: The City of Fremont has entered into an agreement with the Nebraska Department of Roads to design and build a new First Street connecting roadway between Johnson Road and Luther Road. As part of the proposed roadway agreement, the Union Pacific will contribute \$60,000.00 to the cost of the project on the condition the City of Fremont Close the at-grade Railroad Crossing on existing First Street. The closure will not physically occur until the Proposed First Street roadway project is complete and opened to traffic.

Approving this resolution will formally adopt the closure of the crossing. With the adopted resolution, the City and NDOR can begin the process of acquiring the Railroad Agreements with the Union Pacific Railroad.

Attached is a vicinity map with the crossing highlighted.

#28

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, adopting and approving the closing of the Railroad Crossing on First Street between Luther Road and Johnson Road.

WHEREAS: the Mayor and City Council of Fremont has determined that it is in the best interest of the City to close a railroad crossing described as a public road crossing, located on Union Pacific Railroad, Fremont Subdivision, Railroad Milepost 035.37, DOT # 191705R at 1st Street in Fremont.

NOW AND THEREFORE BE IT RESOLVED: the Mayor and City Council of the City of Fremont, agree to the permanent closure and vacation of the public crossing located on 1st Street in Fremont, Nebraska on the Union Pacific Railroad, at DOT # 191705R at Railroad Milepost 035.37

BE IT FURTHER RESOLVED, the City will enter into an agreement with the Nebraska Department of Roads, and with the Union Pacific Railroad, providing that:

1. The Union Pacific Railroad will contribute \$60,000 towards the cost of the project in consideration for the permanent closure and vacation of the crossing and after the crossing is closed.
2. The State of Nebraska, Department of Roads will enter into an agreement with the City to fund the 1st Street project in consideration for the permanent closure of DOT No. 191705R
3. The effective date of said railroad crossing closure shall be no sooner than November 1, 2015, or at the completion of the proposed First Street roadway project between Luther Road and Johnson Road.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

1ST STREET

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

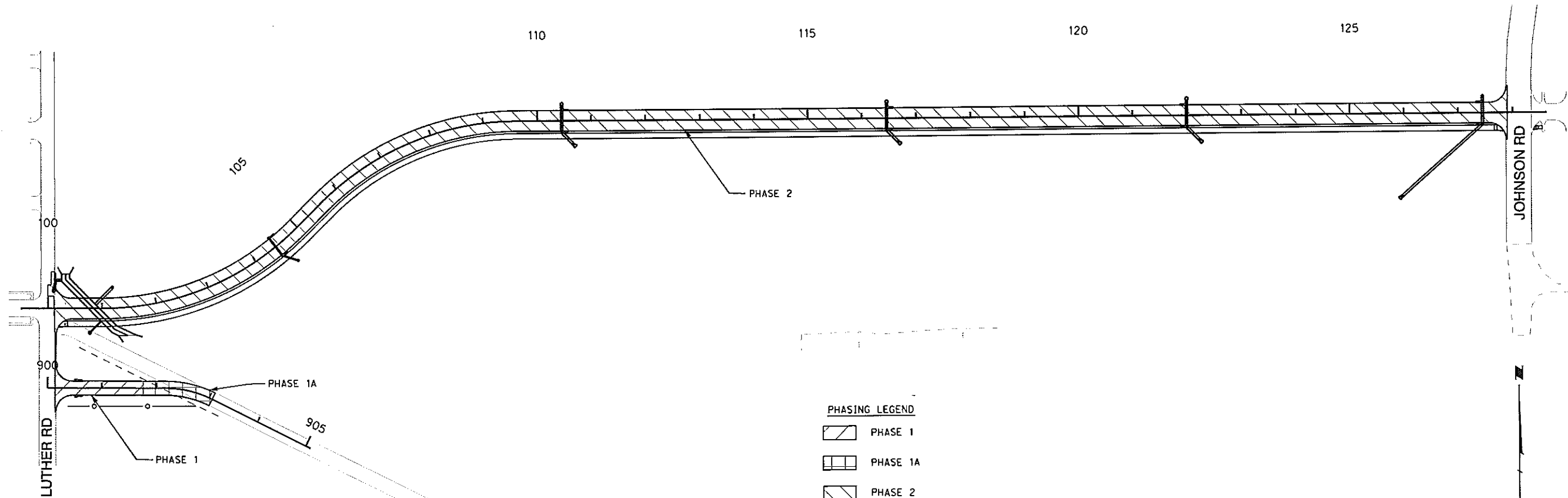
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



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PHASING LEGEND

-  PHASE 1
-  PHASE 1A
-  PHASE 2
-  PHASE 3

PHASING GENERAL NOTES

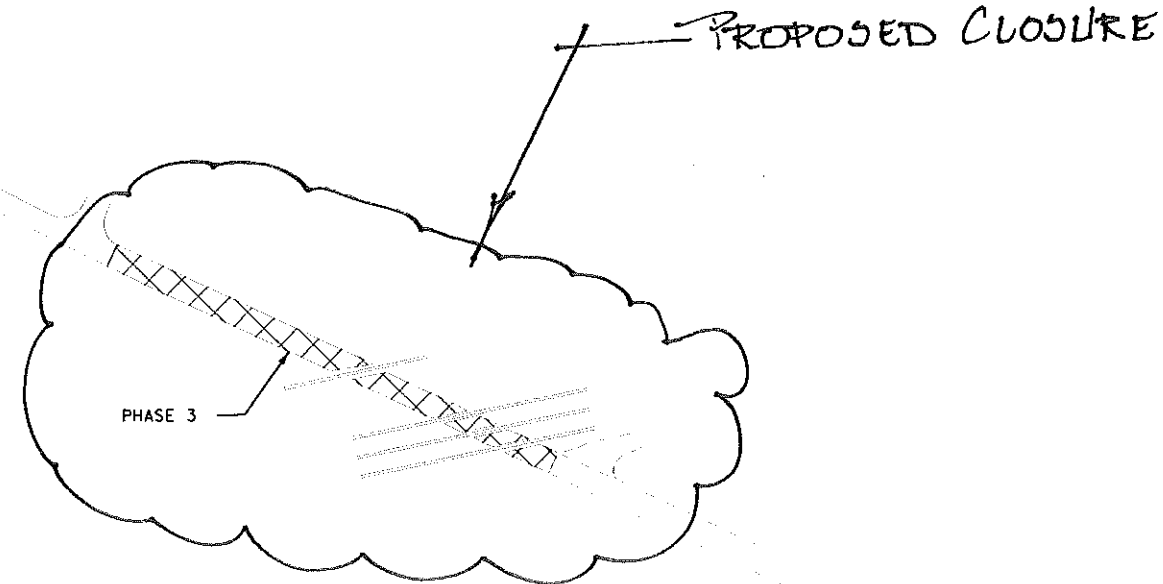
PHASE 1- COMPLETE GRADING, PAVING, AND STORM SEWER CONSTRUCTION FROM STA. 900+13.59 TO 901+75.65. MAINTAIN EXISTING TRAFFIC OPERATIONS DURING PHASE 1.

PHASE 1A- AFTER COMPLETING PHASE 1, THE CONTRACTOR SHALL NOTIFY THE CITY OF FREMONT DEPARTMENT OF UTILITIES THAT THEY WILL CLOSE THE EAST LEG OF THE 1ST STREET INTERSECTION WITH LUTHER RD. THE CONTRACTOR WILL COMPLETE THE GRADING AND PAVING TO COMPLETE THE NEW CONNECTION TO OLD 1ST STREET. ACCESS TO FREMONT UTILITIES WILL BE AVAILABLE VIA JOHNSON ROAD. CONTRACTOR SHALL REOPEN THE NEW 1ST AND LUTHER INTERSECTION AS SOON AS POSSIBLE FOLLOWING COMPLETION OF THIS PHASE.

PHASE 2- COMPLETE GRADING, PAVING, AND STORM SEWER FOR NEW 1ST STREET.

PHASE 3- REMOVE EXISTING PAVEMENT AND COMPLETE ROAD CLOSURE AT RAIL CROSSING.

OLD 1ST STREET



PHASING